

MASTER DEED

THE CARILLON CONDOMINIUM

1. Creation of Condominium ; Name : 183 Massachusetts Avenue LLC, a Massachusetts limited liability company (the “Declarant”), the sole owner of the premises hereinafter described, does hereby submit said premises to the provisions of Chapter 183A of the Massachusetts General Laws and proposes to create and does hereby create a condominium with respect to said premises to be governed by and subject to the provisions of said Chapter 183A. The name of the condominium shall be: the **Carillon Condominium** (the “Condominium”).

2. Trust : The Condominium shall be managed and regulated on behalf of the Unit Owners by the Trustees (the “Trustees”) of the Carillon Condominium Trust pursuant to the Declaration of Trust (hereinafter sometimes called either the “Condominium Trust” or the “Declaration of Trust”) recorded herewith in the Suffolk County Registry of Deeds (the “Registry of Deeds”). The Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium to which they are entitled hereunder. The names and mailing addresses of the Trustees of the Condominium Trust are as follows:

Christopher J. Kelly
c/o Insight Partners, Inc
120 Presidential Way, Suite 300
Woburn, MA 01801

F. William Smith
c/o Boyd Smith
221 Massachusetts Avenue
Boston, MA 02115

Edward Sarno
c/o Boyd Smith
221 Massachusetts Avenue

Boston, MA 02115

The mailing address of the Condominium Trust is as follows:

221 Massachusetts Avenue
Boston, MA 02115

The Trustees have enacted By-Laws (the “By-Laws”), which are set forth in the Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts. They have also adopted rules and regulations (the “Rules and Regulations”), which are part of the By-Laws and appended to the Declaration of Trust as Exhibit A thereto.

3. Description of Land: The premises which constitute the Condominium consist of a certain parcel of land together with the buildings and improvements located thereon situated at 183-187 Massachusetts Avenue in Boston, Suffolk County, Massachusetts, consisting of three (3) parcels as shown as follows: (i) Parcel One, Lots 13 and 14 on a Plan by Fuller & Whitney dated October 28, 1896, and recorded with said Suffolk Deeds in Book 1747 at Page 118; and, (ii) Parcel Two, on a plan entitled “Parcel 12 Disposition Plan” prepared by Universal Engineering Corporation, John Preston LeBlanc, Registered Land Surveyor, dated March 1, 1982, which is filed with a deed in the Suffolk County Registry of Deeds, Book 9926 Page 150; and, (iii) Parcel Three, Parcel 12B Area, 1,140 S.F. on a plan entitled “Boston Redevelopment Authority Fenway Urban Renewal Project, No Mass. R-115 Parcel 12 Disposition Plan Boston (Suffolk County) Massachusetts”, by Universal Engineering Corp. dated September 13, 1979, Rev. October 10, 1979 and March 1, 1982 and recorded in Book 9926, Page 150, (collectively the “Plans”, and said Premises being further bounded and described as set forth in Exhibit A attached hereto. Said premises are conveyed subject to and with the benefit of all rights, easements, restrictions, appurtenances, agreements and reservations of record (including those set forth in Exhibit A hereto), insofar as the same are now in force and applicable and subject to and with the benefit of the rights and easements reserved by the Declarant described in this Master Deed.

4. Description of Building: The Condominium shall consist of one (1) building (the “Building”) which is described in Exhibit B attached hereto.

5. Description of Units: The Building contains thirty-one (31) residential units (the “Residential Units”) and one (1) commercial unit, Unit 100 (the “Commercial Unit”). (The Residential Units and the Commercial Unit are sometimes collectively referred to herein as the “Units”, and the respective owner thereof as a “Unit Owner.”) The Units and their designations, locations, approximate areas, number of rooms as specified by the type of unit, immediately accessible common areas and other descriptive data thereof are set forth in Exhibit C attached hereto and on the Floor Plans (defined in Section 8 below) to be recorded herewith.

The boundaries of each of the Residential Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (a) Floors: The upper surface of the subflooring or, in the case of the basement floor, the upper surface of the concrete floor slab.
- (b) Ceilings: The plane of the lower surface of the rafters or trusses forming the ceiling to such Unit.
- (c) Walls: The plane of the interior surface of the wall studs facing such Unit, or, if there are no wall studs, the plane of the interior surface of masonry walls.
- (d) Doors: The exterior finished surface of the doors.
- (e) Windows: The exterior surface of the glass and the interior frame of the windows.

For Residential Units, which consist of more than one floor, if any, the boundaries for floors shall be the floor as defined above on the lowest floor contained in the Units and the boundaries for ceilings shall be the ceilings as defined above on the uppermost floor contained in the Units.

The boundaries of the Commercial Unit with respect to the floors, ceilings and walls are the same as for the Residential Units, but with respect to the doors and windows are as follows:

- (a) Doors: All doors that open from the Unit, expressly including interior and exterior doors and those that open from the a Unit to the exterior and all portions thereof (including the glass in all exterior doors) and storm doors, if any.
- (b) Windows: All windows (including all plate glass windows), all portions of the store front and all storm windows.

Notwithstanding the boundaries for Units set forth above, if any interior bearing wall or beam is wholly or partially located within the boundaries of a Unit established by the walls, floors and ceilings of such Unit as described above, the structural components of such interior bearing wall or beam shall be a common element of the Condominium and shall not be part of the Unit, but the plaster, wall board, paneling or any other finish treatment of such interior bearing wall or beam shall be part of the Unit.

Included as part of each Unit are those installations, equipment and apparatuses, located outside the above described boundaries of a Unit, which exclusively serve such Unit, including, without limitation, air conditioner, compressor, heat pump, hot water heater, gas meter, electric meter, water meter, chimney flues, and the wiring, piping, ducts and other elements appurtenant thereto.

6. Description of Common Areas and Facilities and Limited Common Areas and Facilities :

- (a) The common areas and facilities of the Condominium comprise and consist of the following:
 - (i) The land described in Section 3 of this Master Deed, together with the benefit of and subject to all rights, easements, restrictions, agreements and other matters of record listed in Exhibit A hereto or applicable to the premises insofar as the same may be in force and applicable;
 - (ii) The foundations, structural columns, girders, beams, trusses, supports, exterior and interior bearing walls, the floor and ceiling slabs and joists, the roofs, entrances to and exits from the Building (other than through a Unit or Building entrances and exits that open from the Commercial Unit) and common walls of the Building,

(iii) The entrance lobbies, halls and corridors serving more than one Unit; stairways not wholly contained within a Unit;

(iv) The basement (or subsurface area) of the Building containing the parking garage, garage and elevator lobbies, storage area(s) and two utility rooms;

(v) Installations of central services such as power, light, gas, heat, air-conditioning, hot and cold water, telephone, cable television and waste removal, including all equipment, wires, cables, pipes, ducts, vents and other facilities attendant thereto (but not including equipment or facilities servicing a single Unit);

(vi) All conduits, ducts, plumbing, plumbing chases, wiring, flues and other facilities for the furnishing of utility services, heat or air-conditioning or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto (whether through access panels or otherwise), through, in and over any of the Units in favor of the Trustees of the Condominium Trust for maintenance, repair and replacement;

(vii) The terraces extending from and adjacent to Unit 601, Unit 602, Unit 701, Unit 803 and Unit 901;

(viii) The roof deck, (or that portion thereof which has not been designated Limited Common Area) located on the roof top level of the Building;

(ix) The Storage Area located in the Condominium Parking Area (the "Storage Area") consisting of separate storage spaces (the "Storage Compartments") as shown on the Condominium Parking Plan; and

(x) Such additional common areas and facilities as may be defined by said Chapter 183A.

Each Unit Owner may use the common areas and facilities in accordance with their intended purpose, subject to the terms and provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations and all applicable laws and regulations. The common areas and facilities are and may hereafter be subject to the exclusive rights and easements pursuant to subsection (b) immediately below.

- (b) The Limited Common Areas and Facilities of the Condominium comprise and consist of the following:

Certain Units shall have appurtenant thereto the exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations to use the limited common areas and facilities appurtenant thereto (hereinafter, "Limited Common Areas and Facilities"). To the extent assigned as of the date of this Master Deed, the Limited Common Areas and Facilities (and any right and easement assigned to a unit to use the Limited Common Areas and facilities) are set forth below and in Exhibit C hereto, and referenced below.

(i) Parking Spaces . The Building contains fifteen (15) parking spaces located in the subsurface parking level of the Building and one (1) exterior surface parking space located behind the Building (each, a "Parking Space"). The Parking Spaces are numbered and shown on that portion of the Condominium Floor Plans, entitled "Parking Plan" (defined in Section 8 below) (in the case of the one (1) exterior surface Parking Space, said space is shown on that portion of the Condominium Floor Plans, entitled "First Floor Plan"). The Parking Spaces may be granted by the Declarant pursuant to the Declarant's reserved right to do so as set forth in Section 22 below.

Any Unit Owner who purchases an easement for the exclusive use of a Parking Space shall have the right to freely convey such easement, but only to another Unit Owner in the Condominium. Any Unit Owner who has the exclusive right to use a Parking Space shall have the obligation to maintain and repair such Parking Space at his or her own expense and shall bear all risks with respect to any property stored in such Parking Space.

Subject to the Declarant's rights set forth in the immediately preceding paragraph, all of the Parking Spaces in the Condominium shall be used only for the

parking of private passenger automobiles of occupants of Units in the Condominium, and not for trucks, boats, or trailers or other vehicles or items except with the prior written permission of the Trustees and shall be subject to the terms and conditions and provisions of this Master Deed and the Condominium Trust (including the By-Laws and Rules and Regulations, as the same may be amended from time to time). The height of the parking garage may not be suitable for certain passenger vehicles. A Unit Owner may lease or otherwise grant the right of use of a Parking Space appurtenant to his, her or its Unit to an occupant of another Unit in the Condominium, but not to any other person.

(ii) Terraces. Unit 601, Unit 602, Unit 701, Unit 803 and Unit 901 shall have the exclusive right and easement to use the terrace extending from each such Unit, as shown on the Condominium Floor Plans and as listed in Exhibit C hereof as a Limited Common Area and Facility for each such Unit. The Trustees of the Condominium shall have the responsibility for maintaining and repairing and performing any capital improvements and/or repairs, to all structural aspects of each such terrace.

(iii) Unit 901 Storage Room. Unit 901 shall have the exclusive right and easement to use the storage room (the "Storage Room") located on that portion of the Roof as shown on the Ninth (9th) Floor Condominium Floor Plans recorded with this Master Deed and listed in Exhibit C hereof as a Limited Common Area and Facility appurtenant to Unit 901. Included with Unit 901's exclusive right to use a Storage Room shall be the right of access to and egress from the Storage Room over that portion of the Common Roof Deck and that portion of the roof, if applicable.

(iv) Storage Areas and Storage Space Easements. Storage Area(s) are located in the Condominium Parking Area (the "Storage Area(s)") as shown on the Condominium Parking Plan. The Storage Area shall contain individual storage spaces (the "Storage Compartments"). The Storage Area, being a portion of the Condominium Parking Area, constitutes a portion of the Limited Residential Common elements of the Condominium. The individual Storage Compartments may be granted by the Declarant pursuant to the Declarant's reserved right to do so as set forth in Section 22 and Subsection (d) and (e) below.

Inclusive in each grant of a Storage Compartment shall be an easement in the Unit Deed (“Storage Area/Compartment Easements”), allowing each Residential Unit Owner possessing an exclusive right to use a Storage Compartment, the right of access to and egress from the Storage Area and/or Storage Compartment.

c) Storage Area/Compartment Limitations . Each Storage Area/Compartment Easement is appurtenant to the Residential Unit owned by the person to whom such Storage Compartment is conveyed. At no time shall any party that does not own a Residential Unit in the Condominium, own a Storage Compartment or Storage Area/Compartment Easement.

d.) Declarant Reserved Rights and Use Restrictions Regarding Storage; Use of Storage Area/Compartments . While the Declarant is the owner of any Residential Unit, the Declarant and its successors and assigns and its or their designees shall also have the right and easement to lease, rent and license Storage Compartments to Residential Unit Owners or occupants on such terms as the Declarant shall determine. Each Residential Unit Owner shall maintain, repair and replace the Unit’s Storage Compartment at his or her own expense (except for the structural portions thereof, if any, which shall be the responsibility of the Condominium Trust), shall pay all costs of heat, air conditioning and utilities which may be furnished to such Storage Area/Compartment, shall carry appropriate liability insurance with respect to such Storage Area /Compartment , and shall carry insurance on the Residential Unit Owner’s property stored therein. Storage Area/Compartment shall be used solely for storage of normal and customary household items. No perishable food, paint, hazardous or flammable substances or items emitting objectionable noises or odors shall be stored in Storage Area/Compartment. No pets or other animals shall be permitted in Storage Area/Compartment. No noxious or offensive activity shall be carried on or around the Storage Area/Compartment, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants or any party using the Parking Garage. No portion of the exterior of the Storage Area/Compartment (s) shall be decorated or finished by any Unit Owner in any manner. No personal items, trash, debris or any abandoned property shall be stored outside the Storage Area/Compartment(s). Skis, bicycles, tires, and other large items shall be

transported to and from Storage Area/Compartment(s) by service elevator only.

e) Rights of Storage Area(s) /Compartment (s) Easement Owner, Etc.

In the event that the Condominium is removed from the provisions of Chapter 183A, all Storage Area(s)/Compartment(s) Easements shall be deemed extinguished as of the date such removal becomes effective. If other casualty or eminent domain was the reason for such removal, the owners of the Storage Area(s)/Compartment(s) Easements shall be entitled to insurance and/or eminent domain proceeds attributable to the Storage Area(s)/Compartment(s) Easements. Except for the Condominium's right and responsibilities with respect to maintenance and structural and capital repairs and replacements for the Storage Area(s), which are set forth herein. The owner of a Storage Area/Compartment Easement shall bear all risks, including theft and vandalism, with respect to such Storage Area/Compartment Easement and any property stored in the Storage Area/Compartment, and shall carry appropriate insurance (including liability insurance) with respect to such Storage Area/Compartment Easement. Each owner of a Storage Area/Compartment Easement hereby waives, releases, indemnifies and holds harmless the Indemnified Parties from and against any claim, loss, damage, cost expense, or liability in connection with use of a Storage Area/Compartment Easement and in connection with the storage of property in the Storage Area/Compartment, except, as to any particular Indemnified Party, for the negligence or willful act of such Indemnified Party.

Additional storage areas or compartments (each, a "Storage Area or "Storage Compartment"), if any, may at Declarant's sole election be located in various portions of the Building, and assigned by the Declarant pursuant to the Declarant's reserved right to do so as set forth in Section 22 below.

Except for Parking Spaces, a Limited Common Area and Facility shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit to which such Limited Common Area and Facility is appurtenant even though such interest is not expressly mentioned or described in such conveyance or other instrument.

Except as specified above, the owner of a Unit having the exclusive right and easement to use a Limited Common Area and Facility shall have the responsibility for maintaining all aspects of such area as if such area were a part of such Unit.

Except for repairs to the Limited Common Areas and Facilities which, as specified above, are the responsibility of the Trustees, any work undertaken within a Limited Common Area and Facility shall be done at the sole cost and expense of the Unit Owner performing such work and shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications which have been submitted in advance of any work to the Trustees and approved in writing by a majority of the Trustees. Such approval shall not be unreasonably withheld or delayed. Any such approval shall become void unless the work so approved shall be commenced within six months after the date of such approval and shall be completed within a reasonable time thereafter. Except with the express written consent of the Trustees, upon completion of any such work subject to a building permit, a registered architect or engineer shall certify to the Trustees in writing that all such work has been completed in accordance with all applicable laws, and pursuant to the plans and specifications approved by the Trustees.

Further, with respect to any work within a Limited Common Area and Facility (including, without limitation, normal electrical or plumbing related work) which may in any way affect a structural component or common area or facility of the Condominium or affect any other Unit either directly or indirectly, and with respect to any work within a Limited Common Area and Facility on the exterior of the Unit to which such Limited Common Area and Facility is appurtenant, the Trustees may impose such reasonable conditions and requirements upon such work as the Trustees shall determine in their discretion, including, without limitation, a requirement that all work done within a Limited Common Area and Facility on the exterior of such a Unit conform with the architectural integrity of the Condominium and a requirement that any and all workmen performing any part of such work and/or the Unit Owner commissioning such work present the Trustees with evidence of liability insurance in such amounts which the Trustees in their reasonable judgment deem sufficient to cover adequately any possible damage to the common areas and facilities of the Condominium or to any other Unit(s) which might result from such work and to cover any personal injury to any Unit Owner or other person. In any event, any Unit Owner having any work performed within such Unit Owner's Unit or Limited Common Area and Facility shall be fully and personally liable to the Trustees and the other Unit Owners for any damage to the

common areas or facilities of the Condominium or to any other Unit(s) and for any injury to any Unit Owner or other person arising in any way out of such work. Upon such liability being reduced to judgment or otherwise being reduced to a liquidated amount in any other fashion, such liability, until satisfied, shall constitute a lien on the Unit(s) of such Unit Owner which shall be enforced in the same manner as provided in the Declaration of Trust and said Chapter 183A with regard to liens for common expenses.

In addition to and not in limitation of the right of Unit Owners as elsewhere set forth in this Master Deed and as provided in said Chapter 183A, each Unit Owner shall have, as appurtenant to such Unit, the rights and easements, in common with all other Unit Owners and lawful occupants and subject to like rights and easements appurtenant to such other Units, to use and enjoy the common areas and facilities of the Condominium, including, without limiting the foregoing generality, the lobby of the Building, the common roof deck, walls, conduits, ducts, pipes, plumbing, wiring and other facilities for the furnishing of utilities and services, subject always, however, to (a) the exclusive rights and easements herein granted to particular Units in certain facilities, (b) the restrictions and other provisions herein set forth and (c) rules and regulations promulgated by the Trustees of the Condominium Trust.

The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to and alter the lobby of the Building, the roof deck, terraces, walks, utility and service lines and facilities and landscaping comprised in the common areas and facilities and to make excavations for said purposes but not under any buildings located in the Condominium except as necessary to maintain, repair or replace utility and service lines and facilities located thereunder; provided that upon completion of any activities permitted by this sentence, any areas affected by such activities shall be returned to their condition immediately prior to the commencement of such work as is reasonably practicable; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

Pursuant to said Chapter 183A, Section 5(c), the use of other Limited Common Areas and Facilities of the Condominium may be designated by the Trustees, as further set forth in Section 11 of this Master Deed.

7. Unit Owners' Percentage Interest in Common Areas and Facilities :
The percentage of undivided interest of the respective Units in the common areas

and facilities have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the then aggregate fair value of all Units. The value of Limited Common Areas and Facilities, if any, appurtenant to a given Unit was considered in determining the value of such Unit in connection with the determination of the percentage of undivided interest of Units in the common areas and facilities. The percentage of undivided interest in the common areas and facilities attributable to each Unit is set forth in Exhibit C attached hereto.

Such undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

8. Plans: Simultaneously with the recording hereof, there has been recorded a set of floor plans of the Building showing the layout, location, unit numbers, dimensions and areas of the Units, stating the address of the Building and bearing the verified statement of a registered architect as required by said Chapter 183A certifying that the plans fully and accurately depict the layout, locations, unit numbers, dimensions and area of the Units as built. Inclusive in the Condominium Floor Plans is the automobile Parking Plan, (collectively the "Condominium Floor Plans"). The Floor Plans are listed on Exhibit E attached hereto, are hereby incorporated herein by this reference and made a part of this Master Deed.

9. Purposes: The Building and the Units and other facilities therein are intended to be used solely for single family residential purposes, except as hereinafter provided in Section 10 below. The Commercial Unit may be used for any purpose permitted by Section 10 below and by the Boston Zoning Code (as the application of Boston Zoning Code may be affected by a variance or conditional use permit).

The Declarant may, until all of the Units now or which may hereinafter be included in this Condominium have been sold by the Declarant, (a) rent, license or lease any Unit which has not been sold, and (b) use any Unit or Units owned by the Declarant as a model for display, or as an office, for purposes of sale or leasing of Units, including, without limitation, the right to use any unsold or unassigned garage parking spaces in the common areas and facilities.

Declarant shall be entitled to install signs or fixtures, employ sales staff personnel and allow access, ingress and egress to prospective purchasers or other proper parties upon the premises contained in the Condominium on such days and during such hours as may be determined by Declarant in its sole discretion. Those signs, fixtures, and other items installed in or upon said premises by Declarant to facilitate the sale of Units shall not be considered a part of the common areas and facilities and shall remain the property of Declarant; provided, however, Declarant shall remove such signs, fixtures and other items and make the repairs to the premises necessary to return the premises to their condition immediately prior to the installation of said signs, fixtures and other items, reasonable wear and tear and damage by casualty excepted, within a reasonable time after the sale of the last Unit owned by Declarant. If the Declarant fails to so remove such signs, fixtures, and other items and to so make such repairs, then the Trustees may do so and the cost thereof shall be paid by Declarant.

“Single family residential purposes” shall mean that any Residential Unit may be used only as a residence by the owner thereof, or his tenants and the members of their respective immediate families, or by such owner or tenant and one other person unrelated by blood or marriage. No Residential Unit shall be occupied by more than two persons unrelated by blood or marriage, except with the prior written consent of the Trustees.

10. Restrictions on Use: In addition to any other restrictions set forth herein, the Units shall be subject to the following restrictions as applicable:

(a) Restrictions Applicable to Residential Units only.

(i) The Residential Units shall only be used for single family residential purposes as defined in Section 9 above.

(ii) The architectural integrity of the Building and the Units shall be preserved without modification except as provided herein, and to that end, without limiting the generality of the foregoing, unless expressly permitted by some other provision of this Master Deed or otherwise permitted by an instrument in writing duly executed by a majority of the Trustees of the Condominium Trust then in office and pursuant to provisions of the By-Laws: (1) no awning, (except as it relates to the Commercial Unit), screen (other than an ordinary window screen), antenna, satellite dish, sign, banner or other device shall be erected or placed upon the exterior portion of any Unit,

and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Residential Unit or any part thereof; (2) no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door or door frames shall be made; and (3) no painting, attaching of decalcomania or other decoration shall be done on any exterior part of the surface of any Residential Unit nor on the interior surface of any window. Notwithstanding the foregoing, any Unit Owner who acquires another adjacent Unit within the Condominium may combine two separate Units into a single Unit, subject to the advance written consent of the Trustees, which shall not be unreasonably withheld or delayed but which may contain written, commercially reasonable conditions similar but not necessarily limited to those applicable to the Commercial Unit in subsection c(ii) below.

(b) Restrictions Applicable to Unit 101 and Unit 102.

(i) Unit 101 and Unit 102 (the “Affordable Units”) shall be subject to the restrictions with respect to the Affordable Units set forth in Section 302 et seq. of that certain Amended and Restated Land Disposition Agreement (“LDA”) dated as of April 20, 2001 by and between the Boston Redevelopment Authority and Declarant and recorded with the Registry of Deeds in Book 26279, Page 56.

(c) Restrictions Applicable to Unit 100, the Commercial Unit.

(i) The Commercial Unit may be used only for any lawful retail purpose which is permitted by law but is not (1) a restaurant or an establishment which, as its primary business purpose, makes, prepares or sells food or beverages; (2) a massage parlor; (3) a tattoo parlor; (4) a pornographic or erotic bookstore or videostore (meaning such stores that, as of the date of this Master Deed, are prohibited from permitting patrons that are under the age of 18); (5) a pet store; (6) a pawn, consignment or other so-called second hand shop; or (7) an establishment involving a noxious use or an “adult entertainment” use (meaning uses that are pornographic or obscene or such uses that, as of the date of this Master Deed, are prohibited from permitting patrons that are under the age of 18) or the like.

(ii) At any time and from time to time, subject to the advance written consent of the Trustees, the owner of the Commercial Unit shall have the right to divide the Commercial Unit into separate leasable or rentable areas and/or, subject to the terms of Chapter 183A and hereof, to subdivide such Unit into two (but no more than two) separate condominium units of the Condominium, each constituting a "Commercial Unit", and, in connection with any such subdivision creating a new condominium unit, to create from portions of the Commercial Unit, additional limited commercial common elements to be shared exclusively among the owner(s) of such a newly created commercial unit in accordance with Chapter 183A (including, without limitation, the right, subject to all of the terms and provisions of this Master Deed, to amend this Master Deed solely to reflect such changes); provided that:

- 1) All such construction shall be done at the sole cost and expense of the owner of the Commercial Unit in a lawful and good and workmanlike manner after obtaining all necessary governmental permits and approvals, as well as the Trustees' advance written approval of all plans and specifications for such construction and utilizing construction materials of the quality of and compatible with the construction materials incorporated in the Building as of the creation of the Condominium;
- 2) No such construction shall adversely impair the structural integrity of the Building or adversely impair pipes, wires, risers or utilities which are part of the common area and facilities;
- 3) The Commercial Unit owner shall secure or cause any contractor engaged by the Commercial Unit owner to secure liability insurance in connection with such work in an amount not less than one million (\$1,000,000.00) dollars, or such higher amount as may be required by the Condominium Trust, such insurance naming the Condominium Trust as additional insured, and deliver to the Condominium Trust a certificate of such insurance coverage prior to the commencement of the work; and

- 4) The work shall be performed so as to minimize disturbances to other Unit owners and occupants.

By accepting a deed to the Commercial Unit, such Commercial Unit owner shall indemnify and hold harmless the other Unit owners and the Trustees against any liens for labor or materials in connection with such work and for any loss, cost or damage resulting from the performance of any work by or on behalf of the Commercial Unit owner under this Section 10(c).

(iii) The Commercial Unit owner shall have the right to erect, affix, maintain, repair and/or replace signs, lights (including seasonal lighting and displays), lighting fixtures and facilities and other promotional materials or items (including, without limitation, retail storefronts) in or on any of the exterior features of the Commercial Unit; provided that (a) the advance written consent of the Trustees is obtained; and (b) such fixtures, materials or items are related to the business operations of the Commercial Unit, conform to all legal requirements governing the same (including, without limitation, those in the LDA) and are compatible with the architectural integrity and first-class appearance and operation of the Building.

(iv) Neither the Unit Owner of the Commercial Unit, nor such Unit Owner's invitees, guests, licensees or tenants shall have the right to use, for any purpose, the lobby of the Building, except in the event of an emergency or for access to and from a Parking Space, if a Parking Space is appurtenant to a Commercial Unit.

(d) Restrictions Applicable to all Units.

(i) Except with the express written consent of the Trustees or as may be otherwise specifically provided in this Master Deed or in the Declaration of Trust, no Unit Owner shall, in any way whatsoever, alter, remove, or otherwise modify, or permit to be altered, removed, or otherwise modified, any structural component(s) of any Unit or any other common area or facility of the Condominium. Such modifications may include, subject to all of the terms and provisions of this Master Deed, including without limitation those in the preceding sentence, and also subject to the provisions of Chapter 183A, the vertical or horizontal combination of two (2) units into one (1) unit. However, a Unit Owner may, at any time and from time to time and at such Unit Owner's sole cost and expense, change the use and

designation of any room or space within such Unit Owner's Unit and may modify, remove and install non-bearing walls lying wholly within such Unit, provided that (a) any and all work with respect to the removal and installation of interior non-bearing walls to such Unit shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted to and approved in writing by the Trustees prior to the commencement of any such work, which approval shall not be unreasonably withheld or delayed; and (b) if such work involves the removal, relocation or addition of an interior non-bearing wall in a Unit, a new plan of the Unit shall be recorded in the Registry of Deeds (which plan shall show the Unit as changed by such work) together with a certificate signed by at least two (2) Trustees certifying that all such work has been performed with the approval of the Trustees as required by this Section 10(d)

(ii) With respect to any work within a Unit (including, without limitation, normal electrical or plumbing related work) which may in any way affect a structural component or common area or facility of the Condominium or affect any other Unit either directly or indirectly, the Trustees may impose such reasonable conditions and requirements upon such work as the Trustees shall determine in their discretion, including, without limitation, a requirement that any and all workmen performing any part of such work and/or the Unit Owner commissioning such work present the Trustees with evidence of liability insurance in such amounts that the Trustees in their reasonable judgment deem sufficient to cover adequately any possible damage to the common areas or facilities of the Condominium or to any other Units which might result from such work and to cover any personal injury to any Unit Owner or other person. In any event, any Unit Owner having any work performed within such Unit Owner's Unit shall be fully and personally liable to the Trustees and the other Unit Owners for any damage to the common areas or facilities of the Condominium or to any other Unit arising in any way out of such work. Upon such liability being reduced to judgment or otherwise being reduced to a liquidated amount in any other fashion, such liability, until satisfied, shall constitute a lien on the Unit(s) of such Unit Owner which shall be enforced in the same manner as provided in the

Declaration of Trust and said Chapter 183A with regard to liens for common expenses.

(iii) No Unit shall be leased or rented except under a written agreement approved by the Trustees providing for such minimum term as may be approved from time to time by the Trustees, which in no event shall be for a period of less than six (6) months. In such cases, pursuant to said Chapter 183A, Section 10(k), the Unit Owner shall designate a person or entity who shall oversee the maintenance and repair of such Unit. At the commencement of any tenancy, the Unit Owner shall notify the tenant and the Trustees in writing of the name and phone number of such person or entity and shall notify the tenant in writing of the name and phone numbers of the person or entity designated by the Trustees to oversee maintenance and repair of the common areas and facilities of the Condominium. The Unit Owner shall notify the tenant and the Trustees in writing whenever there is a change in the person or entity designated to oversee maintenance and repair of the Unit, and shall notify the tenant in writing whenever the Unit Owner is notified of a change in the person or entity designated to oversee maintenance and repair of the common areas and facilities of the Condominium.

(iv) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust, the Rules and Regulations, or the Boston Zoning Code (as may be affected by variance or conditional use permit), as the same may be amended from time to time.

(v) The LDA contains restrictions and conditions, to the extent that they remain applicable, as of the date of the Master Deed, to the entire Condominium, in addition to the Affordable Units.

Except as provided herein, this Section 10(d) shall not restrict the right of any Unit Owner to decorate the interior of such Unit Owner's Unit as such Unit Owner may desire. The above restrictions shall be for the benefit of the Unit Owners and the Trustees of the Condominium Trust, and shall be enforceable solely by a Unit Owner or the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, 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 10 except such as occur during such Unit Owner's ownership of any Unit.

So long as the Declarant is the owner of one or more Units, the above restrictions shall not be applicable to the Declarant to the extent that they interfere with any rights reserved to the Declarant herein or interfere with the sale of Units.

11. General and Special Amendment of Master Deed :

(a) Unless otherwise permitted by other provisions hereof and subject to Section 16(h) and Section 19 below, this Master Deed may be amended only by (i) a vote of Unit Owners entitled in the aggregate to not less than sixty-six and two thirds percent (66 2/3%) of the undivided interest in the common areas and facilities; (ii) the assent of not less than fifty-one percent (51%) of mortgagees (except in cases where a higher percentage is required by Section 8.2 of the Condominium Trust; and (iii) a vote of the majority of the Trustees of the Trust. Any such amendment shall be effective when a written instrument signed by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the immediately preceding sentence, has been duly recorded with the Registry of Deeds provided, however, that:

(i) 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 and mortgagee, if applicable, of the Unit so altered;

(ii) Subject to the provisions of Section (c) below, no instrument of amendment that alters the rights of the Declarant, or the rights of the owners of easements for the exclusive use of Parking Spaces, or the rights of the owners of easements for the exclusive use of Storage Areas, shall be of any force or effect unless the same have been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any Unit in the Condominium, and the owners of easement for the exclusive use of Parking Spaces, and the owners of easements for the exclusive use of Storage Areas, respectively;

(iii) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and

facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of the said undivided interest is affected, expressed in an Amendment to this Master Deed; and

(iv) No instrument of amendment affecting any Unit upon which there is a mortgage of record shall be of any force or effect with respect to such Unit unless the same has been assented to by the holder of such mortgage.

The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date.

(b) Pursuant to said Chapter 183A, Section 5(c), the Declarant, for so long as it owns any Unit in the Condominium and/or the Trustees may grant easements for the use of other Limited Common Areas and Facilities in addition to those set forth in Section 6(b) of this Master Deed, provided, however, that such easements shall take the form of an amendment to the Master Deed, executed by the Trustees and the Unit Owner(s) to whom the easement is granted, upon the written consent of the Unit Owner(s) of a Unit or Units directly abutting the Limited Common Area and Facility or whose Unit or Units are directly affected thereby, and further upon the payment of the reasonable costs of the preparation, execution and the recordation of such amendment by the Unit Owner to whom the easement is being granted. Said amendment shall be recorded with the Registry of Deeds in the names of the parties and the Condominium. Nothing contained herein shall be construed to require the consent of one hundred percent (100%) of the beneficial interest of the Condominium Trust and the holders of mortgages on Units to the grant of an easement of Limited Common Areas and Facilities by the Trustees as aforesaid.

(c) The foregoing provisions of this Section 11 are subject to the condition that 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 said Chapter 183A shall be of any force or effect.

Notwithstanding any of the foregoing, so long as the Declarant is the owner of one or more Units in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent

of any other Unit Owner or their mortgages, or any of the Trustees, for any purpose, including but not limited to, the ability to add storage, if necessary, or provide for other amenities for the benefit of the unit owners and/or to meet the requirements of any insurance company or insurance underwriting office or organization or any lender, provided that no such changes shall alter the location, dimensions, unit sizes, or proportionate interest in the Common Areas or Limited Common Areas and Facilities of unit. However, no amendment to this Master Deed may be adopted which could interfere with the construction, display, sale, lease or other disposition of such Unit or Units or with said Declarant's rights, without the Declarant's express written consent.

12. Encroachments : If any portion of the common areas, facilities or elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas, facilities or elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the common areas, facilities or elements made by or with the consent of the Trustees, or (c) as a result of repair or restoring of the Building or a Unit after damage by fire or other casualty, or (d) as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as it exists.

13. Common Areas and Facilities Located Within a Unit : Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities or elements located in any of the other Units and serving such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities and elements serving such other Units and located in such Unit. The Trustees shall have a right of access, at reasonable times and upon reasonable notice (except that in the event of emergency, entry may be made at any time and without notice), to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities or elements contained therein or elsewhere in the Building.

14. Applicable Law : The Units and common areas and facilities and the Unit Owners and Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed, the Declaration of Trust, the By-Laws or the Rules and Regulations, shall be governed by provisions of said

Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium or any portion thereof from the provisions of said Chapter 183A.

15. Matters to which the Units are Subject: All present and future owners, tenants, visitors, servants and occupants of any Unit shall be subject to, and shall comply with, the provisions of this Master Deed, including those matters set forth in Exhibit A hereof, and any amendments thereto, the Unit Deed for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time (including, without limitation, provisions in the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations reserving to the Declarant rights with respect to amending the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, including those matters set forth in Exhibit A thereof, the Unit Deed for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time, including, without limitation, provisions in the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations reserving to the Declarant rights with respect to amending the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations, are accepted and ratified by any such owner, tenant, grantee, visitor, servant or occupant, and (b) 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, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease of such Unit or any part thereof.

16. Provisions concerning Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) Requirements: Notwithstanding anything to the contrary in this Master Deed, the Declaration of Trust, the By-laws or the Rules and Regulations (except Section 21 of this Master Deed which provides that all portions of this Master Deed shall be consistent with said Chapter 183A), the following provisions shall apply for the protection of the holder of any first mortgage of record with respect to any Unit (hereinafter a "First Mortgagee"), and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed, the Declaration of Trust, the By-Laws or the Rules and Regulations to include therein

any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit so acquired by the First Mortgagee.

(b) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses, dues, or other assessments which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except to the extent otherwise set forth in said Chapter 183A, Section 6(c).

(c) Except as provided by statute in case of condemnation of, or substantial loss by casualty to, the Units and/or the common areas and facilities of the Condominium, unless two-thirds (2/3rds) of the First Mortgagees (based upon one vote for each first mortgage owned) consent, the Unit Owners and the Trustees shall not be entitled to:

- (i) by any act or omission, seek to abandon or terminate the Condominium; or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
 - (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (2) determining the pro rata share of ownership of each Unit in the common areas and facilities,
- (iii) partition or subdivide any Unit; or
- (iv) by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities of the

Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds collected on account of losses to either the Units or the common areas and facilities of the Condominium for purposes other than the repair, replacement or reconstruction thereof.

(d) Consistent with the provisions of said Chapter 183A (at such time as the Building is assessed for real estate taxes as separate condominium units), all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(e) In no event shall any provision of this Master Deed, the Declaration of Trust or the By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to, or a taking of, such Unit and/or the common areas and facilities of the Condominium.

(f) A holder, insurer or guarantor of a first mortgage, upon written request made to the Trustees, shall be entitled to:

(i) receive timely written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust or the By-Laws which is not cured within sixty (60) days;

(ii) inspect the condominium documents, as well as the books, records and financial statements of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive timely written notice of all meetings of the Condominium Trust and any proposed action that requires the consent of a specified

percentage of “eligible mortgage holders” as that term is defined in paragraph (h) below, and be permitted to designate a representative to attend all such meetings;

(v) receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of such Unit or the common areas and facilities of the Condominium;

(vi) receive timely written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and

(vii) without limiting the generality of the foregoing rights set forth in this Section 16(f) of this Master Deed, receive such notice as required by Article VII of the Declaration of Trust and as otherwise required by said Chapter 183A.

(g) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed an initial term of three (3) years, although any such agreement may be renewable for yearly periods after such initial three year term. Furthermore, for as long as applicable regulations by either FHLMC or FNMA shall require, any such agreement shall provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days, or less, written notice.

(h) Any First Mortgagee who has requested the Trustees to notify them of any proposed action that requires the consent of a specified percentage of eligible mortgage holders shall each be referred to hereinafter as an “Eligible Mortgage Holder.” This Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations may not be amended so as to materially affect a First Mortgagee’s interest in any of the following matters unless such amendment is approved by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the beneficial interest attributable to Units that are subject to mortgages held by Eligible Mortgage Holders:

(i) voting rights of Unit Owners;

- (ii) assessments for common expenses, liens for common expenses or subordination of liens for common expenses;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility of the Trustees for the maintenance, repair and replacement of the common areas;
- (v) reallocation of the percentage of undivided interest in the common areas and facilities held by the Units or rights to their use;
- (vi) boundaries of any Unit;
- (vii) convertibility of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) requirements under this Master Deed or the Declaration of Trust, if any, concerning insurance or fidelity bonds;
- (x) leasing of Units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- (xii) a decision by the Trustees to establish self-management of the Condominium;
- (xiii) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in this Master Deed or the Declaration of Trust;
- (xiv) the process for terminating the legal status of the Condominium after substantial destruction or condemnation occurs;
- (xv) any provisions that expressly benefit mortgage holders, mortgage insurers or mortgage guarantors.

(i) Any decision by the Unit owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium shall require the assent of Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the mortgaged Units.

Implied approval shall be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a "return receipt" requested.

(j) In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Trustees, or with respect to any other matter, the guideline with the greater numerical requirements shall control.

The Declarant intends that the provisions of this Section 16 shall comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and, except as may be otherwise specifically provided in this Master Deed, all questions with respect thereto shall be resolved so as to be consistent with that intention.

The provisions of this Section 16 may not be rescinded or amended in any manner which is detrimental to the interests of a First Mortgagee without the written consent of all First Mortgagees.

Any certificate signed by two (2) Trustees in office at the time (or only one (1) Trustee if there is only one at the time) setting forth as fact any matters concerning the consents or votes of First Mortgagees or Eligible Mortgage Holders with respect to this Section 16, when duly acknowledged and recorded with the Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

17. Termination of Condominium: Subject to Section 16(c) and (h) above, the Condominium may be terminated and removed from the provisions of said Chapter 183A in the manner provided in Section 19 of said Chapter 183A. Upon such termination of the Condominium, the property formerly comprising the Condominium shall be distributed among the Unit Owners as provided in Article VIII of the Declaration of Trust.

18. Definitions: All terms and expressions herein used which are defined in said Chapter 183A shall have the same meanings herein unless the context requires otherwise.

19. Invalidity: The invalidity of any provision(s) of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of any such provision(s) and of this Master Deed and, in such event, the remainder of any such provision(s) and 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.

20. 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 provision hereof.

21. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the Massachusetts General Laws. In case any of the provisions stated above conflict with the provisions of said Chapter 183A, the provisions of said Chapter 183A shall control.

22. Declarant's Reserved Rights: The Unit shall be subject to the following rights which the Declarant hereby reserves unto itself:

(a) The Declarant does hereby expressly reserve to itself the exclusive right to sell and convey easements to Unit Owners for the exclusive use of the Parking Spaces. The Declarant may sell and convey such easements for such consideration as the Declarant shall decide, and such consideration shall be and shall remain the Declarant's sole property. The Declarant shall have the right to grant easements for the exclusive use of Parking Spaces either in Unit deeds or by separate instruments. The Declarant reserves the right to designate Parking Spaces for use by sales personnel and visitors, and to use, rent, license or lease Parking Spaces until construction of the Condominium is completed and the last Unit is sold and conveyed. At such time as the Declarant has sold and conveyed all Units in the Condominium, the Declarant may not have sold and conveyed all Parking Spaces to Unit Owners.

(b) The Declarant does hereby expressly reserve to itself the right to assign the exclusive use of a designated storage compartment to certain Unit

Owners for such consideration as the Declarant shall decide, and such consideration shall be and shall remain the Declarant's sole property. One Storage Compartment, within the Storage Area(s), shall be designated and assigned by the Declarant, or its successors or assigns with each Residential Unit. The Declarant shall have the right to make such assignments for the exclusive use of the storage compartments either in Unit deeds or by separate instruments.

In addition to any other rights reserved to the Declarant in this Master Deed and notwithstanding any other provisions to the contrary elsewhere contained in this Master Deed, the Declarant reserves to itself, its successors and assigns, the right and easement to use, take such actions on and perform such work on, the land described in Section 3 of this Master Deed and the buildings and improvements now or hereafter located thereon, exclusive of Units created by this Master Deed, as is necessary or appropriate for the construction, completion and operation of the Building and the Units therein, structures, improvements and facilities contained in the Condominium. The rights, easements and privileges contained in the immediately preceding sentence shall be exercised only by the Declarant and "its successors and assigns" which term for the purposes of said preceding sentence shall not be deemed to include any Unit Owners who have purchased Units in the Condominium from the Declarant or any other Unit Owner and shall terminate upon the sale of the last Unit by Declarant.

23. Special Amendments: Notwithstanding any other provisions in this Master Deed or the Condominium Trust to the contrary, including, without limitation, the provisions of Section 16 of this Master Deed, Declarant reserves, and shall have, the right and power to record one or more special amendments (each a "Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed, (i) to comply with requirements of the Boston Redevelopment Authority, Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownerships, (iii) to bring this Master Deed and the Trust into compliance with Chapter 183A of the General Laws of The Commonwealth of Massachusetts or other governmental laws, rules or regulations, (iv) to correct clerical or typographical errors or inadvertent omissions in this Master Deed, or any

exhibit hereto or any supplement or amendment hereto or (v) to make other changes in the Master Deed which do not adversely affect the rights of any Unit Owner. Any amendment executed and recorded pursuant to this Section 23 shall make reference to this Section.

(a) In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to unilaterally amend this Master Deed at any time and from time to time until the Declarant no longer owns a Unit to change the number, size, location, and configuration of the Commercial and Residential Units as to which there does not exist an executed Purchase and Sale Agreement at any time and from time to time until the Declarant no longer owns a Unit, provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units as to which there does not exist an executed Purchase and Sale Agreement in a so-called Contiguous arrangement, to combine Units as to which there does not exist an executed Purchase and Sale Agreement with adjacent Common Areas and Facilities for the purpose of creating a larger Unit, and to subdivide and separate Units as to which there does not exist an executed Purchase and Sale Agreement.

Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section 23, including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section 23 without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section 23, each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning relief from the City of Boston which the Declarant may seek to effectuate the purpose of Section 1 of this Master Deed, and not in any way to object to or impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform

construction, and to amend this Master Deed at any time and from time to time as set forth in this Section 23.

In furtherance of the foregoing, a power of attorney coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, consent to or execute a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of attorney to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned by Declarant to the Trustees upon the later of such time as the Declarant no longer holds or controls title to any Unit or such time as Declarant's rights to add additional units to the Condominium have expired or have been terminated by Declarant itself.

Executed as a sealed instrument as of the ____ day of _____,
2002.

DECLARANT:

183 Massachusetts Avenue LLC, a
Massachusetts Limited Liability Company

By its Manager:

Christopher J. Kelly

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2002

Then personally appeared the above named Christopher J. Kelly, Manager of
183 Massachusetts Avenue LLC as aforesaid, and acknowledged the foregoing
instrument to be his free act and deed and also the free act and deed of said 183
Massachusetts Avenue LLC, before me

Notary Public
My commission expires:_____

EXHIBIT A

**LEGAL DESCRIPTION OF LAND COMPRISING CONDOMINIUM AND
MATTERS OF RECORD TO WHICH SUCH LAND IS SUBJECT:**

PARCEL ONE :

All that certain place or parcel of land with the buildings thereon, situate in said Boston and now numbered 183, 183-A, 185-A Massachusetts Avenue, shown as lots 13 and 14 on a Plan by Fuller & Whitney dated October 28, 1896, and recorded with said Suffolk Deeds in Book 1747 at Page 118, and bounded and described as follows:

Northeasterly by Massachusetts Avenue formerly called West Chester Park, sixty five and 42/100 (65.42) feet;

Northwesterly by lot 12 on said plan by a line running in part through the middle of a brick partition wall one hundred five (105) feet;

Westerly by land now or late of Matthews forty four one-hundredths of a foot (.44);
and

Southwesterly by land now or late of William Gray one hundred twenty three and 48/100 (123.48) feet.

Containing three thousand four hundred fifty seven and five tenths (3457.5) square feet of land. Be all or any of said measurements or contents more or less or however otherwise said premises may be measured, bounded or described and all as shown on said Plan.

Together with the right of passage in and over a ten (10) foot passageway in the rear running from said land of Gray parallel with said Massachusetts Avenue to Haviland Street and in and over said Haviland Street in common with others entitled thereto, and also together with the right to use in common with others entitled thereto a certain turn-out on land southwest of the granted premises, referred to in a deed from Nathan Mathews to William H. Smith, dated October 28, 1886 and recorded with said Deeds in Book 1747, at Page 118.

PARCEL TWO :

A certain parcel of land formerly owned by the Boston Redevelopment Authority bounded and described as follows:

Beginning at a point on the easterly line of Public Alley 903, said point being three hundred and forty-five and ninety-seven hundredths (345.97) feet southerly from the southerly street line of Haviland Street;

Thence south $78^{\circ}-28'-54''$ east, one hundred and eleven and seventy-seven hundredths (111.77) feet by land now or formerly of John Gallo, Jr. et. al. to a point on the westerly street line of Massachusetts Avenue;

Thence along said westerly street line south $69^{\circ}-43'-25''$ west, ninety-five (95.00) feet by other land of said owner to a point on the easterly line of said Public Alley;

Thence along said easterly line north $20^{\circ}-16'-35''$ west, fifty-nine and five hundredths (59.05) feet to the point of beginning.

The above described parcel contains 2,813 square feet more or less and is shown on a plan entitled Parcel 12A on a plan entitled "Parcel 12 Disposition Plan" prepared by Universal Engineering Corporation, John Preston LeBlanc, Registered Land Surveyor, dated March 1, 1982, which is filed with a deed in the Suffolk County Registry of Deeds, Book 9926 Page 150 and to which reference may be made for a more particular description.

PARCEL THREE :

The land in Boston, Suffolk County, Massachusetts and shown as Parcel 12B Area, 1,140 S.F. on a plan entitled "Boston Redevelopment Authority Fenway Urban Renewal Project, No Mass. R-115 Parcel 12 Disposition Plan Boston (Suffolk County) Massachusetts", by Universal Engineering Corp. dated September 13, 1979, Rev. October 10, 1979 and March 1, 1982 and recorded in Book 9926, Page 150.

Said premises are subject to the following:

1. The rights of others to use a ten (10) foot passageway in a deed dated October 28, 1886 and recorded with Suffolk Registry in Book 1747, Page 118.
2. Covenants, conditions and restrictions set forth in a deed from the Boston Redevelopment Authority to John Gallo, Trustee of Emerald Realty Trust dated May 6, 1982 and recorded in Book 9948, Page 544, as affected by a Certificate of Compliance dated November 30, 1982 and recorded in Book 10150, Page 147, as affected by Amended and Restated Land Disposition Agreement dated April 20, 2001 by and between the Boston Redevelopment Authority and 183 Massachusetts Avenue LLC and recorded on May 4, 2001 with the Suffolk County Registry of Deeds in Book 26279, Page 56.
3. Covenants, conditions, restrictions and easements set forth in a deed from the Boston Redevelopment Authority to 183 Massachusetts Avenue LLC dated April 20, 2001 and recorded on May 4, 2001 with the Suffolk County Registry of Deeds in Book 26279, Page 115.
4. Zoning laws of the City of Boston.
5. Rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.
6. Easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

For Declarance of Title to Parcels One and Two, see deed from Investment Properties Ltd., successor Trustee of Boston Realty Trust, to 183 Massachusetts Avenue LLC dated August 31, 1998 and recorded on September 2, 1999 with the Suffolk County Registry of Deeds in Book 24177, Page 80.

For Declarance of Title to Parcel Three, see deed from the Boston Redevelopment Authority to 183 Massachusetts Avenue LLC dated April 20, 2001 and recorded on May 4, 2001 with the Suffolk County Registry of Deeds in Book 26279, Page 115.

EXHIBIT B

DESCRIPTION OF BUILDING CONTAINING UNITS COMPRISING THE CARILLON CONDOMINIUM

- A. **Number of Buildings :** 1
- B. **Number of Stories in the Building :** 9 stories; 1 level of underground parking.
- C. **Number of Units per Building :** 31 Residential Units and 1 Commercial Unit.
- D. **Construction of Building :**
 - 1. Exterior Facade and Walls:
Brick, cast stone and glass fiber reinforced concrete panels.
 - 2. Basement/Garage:
Concrete with aluminum framed storefront enclosing a finished lobby.
 - 3. Roof:
T.P.O. roof membrane on ½” building board over tapered high density rigid insulation on metal deck.
 - 4. Floors:
4” light weight concrete slab on 1 ½” 20ga. galvanized composite deck.
 - 5. Ceilings:
2 layers of Type “X” gypsum wallboard over ¾” resilient channels with 8” of fiberglass batt insulation.
 - 6. Type of windows and doors:
Aluminum clad wood doors and windows with insulated glazing at Residential Units. Aluminum framed insulated storefront at Commercial Unit.
 - 7. Terraces:
Stone pavers over rigid insulation and roofing membrane with fiberglass reinforced polyester railings and balustrade.
- E. **Location of Utility Meters :** Garage level utility rooms.

- F. **Method of supplying heat to Units and location of machinery which supplies heat** : Common boilers feed fan coil units.
- G. **Method of supplying hot water to Units and location of machinery which heats water** : Common boilers feed common hot water storage tanks, which feed each Unit.
- H. **Method of supplying air conditioning to Units and location of primary air conditioning element** : Common package chiller located on roof, which feeds fan coil units in each Unit.

EXHIBIT C

UNITS OF THE CARILLON CONDOMINIUM

Floor	Unit Designation	% Interest in Common Areas & Facilities	Unit Type	Approx. Area (sf)	Immediately Accessible Common Area	Exclusive Use Area
B	Parking		-	5102	Lobby/Corridor	None
			-		N/A	None
	Common (Utility)		-	897	N/A	None
1	100	5.258%	F	2014	None	None
	101	1.577%	A	890	Lobby/Corridor	None
	102	1.577%	A	782	Lobby/Corridor	None
			-			
2	201	2.182%	A	1160	Lobby/Corridor	None
	202	2.024%	B	983	Lobby/Corridor	None
	203	3.601%	C	1355	Lobby/Corridor	None
	204	2.234%	D	1187	Lobby/Corridor	None
			-			
3	301	2.340%	A	1160	Lobby/Corridor	None
	302	2.182%	B	983	Lobby/Corridor	None
	303	3.812%	C	1355	Lobby/Corridor	None
	304	2.392%	D	1187	Lobby/Corridor	None
			-			
4	401	2.445%	A	1160	Lobby/Corridor	None
	402	2.340%	B	983	Lobby/Corridor	None
	403	4.022%	C	1355	Lobby/Corridor	None
	404	2.497%	D	1187	Lobby/Corridor	None
			-			
5	501	2.603%	A	1160	Lobby/Corridor	None
	502	2.497%	B	983	Lobby/Corridor	None
	503	4.180%	C	1355	Lobby/Corridor	None
	504	2.603%	D	1187	Lobby/Corridor	None
			-			
6	601	3.023%	A	1073	Lobby/Corridor	Terrace
	602	3.128%	B	891	Lobby/Corridor	Terrace
	603	4.443%	C	1356	Lobby/Corridor	None
	604	2.760%	D	1187	Lobby/Corridor	None

			-			
7	701	3.076%	A	1017	Lobby/Corridor	Terrace
	702	2.865%	B	890	Lobby/Corridor	None
	703	4.653%	C	1356	Lobby/Corridor	None
	704	2.971%	D	1186	Lobby/Corridor	None
				-		
8	801	2.971%	A	1018	Lobby/Corridor	None
	802	3.128%	B	890	Lobby/Corridor	None
	803	4.916%	C	1220	Lobby/Corridor	Terrace
	804	3.128%	D	1186	Lobby/Corridor	None
				-		
9	901	6.572%	E	2010	Lobby/Corridor	Terrace
			-	1397	Roof Terrace	None
	That portion of the Roof Deck		-	850	Lobby/Corridor	Storage Room
Total		100%				

EXHIBIT D

UNIT TYPES OF THE CARILLON CONDOMINIUM

Unit Type	Description
A	2 Bedroom, 2 Bathroom, Kitchen, Living/Dining Room, Foyer
B	1 Bedroom, 1 Bathroom, Kitchen, Living/Dining Room, Foyer
C	2 Bedroom, 2 Bathroom, Kitchen, Living Room, Dining Room, Foyer
D	1 Bedroom plus Den, 2 Bathroom, Kitchen, Living/Dining Room, Foyer
P.H.; E	2 Bedroom plus Study, 2 Bathroom, Kitchen, Living/Dining Room, Foyer, Laundry Room
C.U.; F	Unfinished Retail Space

EXHIBIT E

LIST OF THE CONDOMINIUM PLANS RECORDED HEREWITH

1. Condominium Floor plans, consisting of 3 pages, including the “Parking Plan”.