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XII STONEHOLM CONDOMINIUM

MASTER DEED

STONEHOLM ASSOCIATES, LLC, a Delaware limited liability company, having a place of business c/o The Hamilton Company, Inc., 39 Brighton Avenue, Boston, Massachusetts 02134 (hereinafter with its successors and assigns called the "Declarant"), being the owner of the land with the building thereon commonly known as 12 Stoneholm Street, Boston, Suffolk County, Massachusetts, which land is more fully described in Section 2 below (the "Land"), by duly executing and recording this Master Deed does hereby submit said Land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A") and does hereby state that Declarant proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A.

The Condominium may be developed as a phased Condominium, and Declarant hereby reserves certain Development Rights (as defined in Section 19) in furtherance thereof. Section 19 sets forth the procedure whereby the Declarant may amend this Master Deed so as to add additional Phases and Units to the Condominium without the need for the consent or signature of any Unit Owner or Mortgagee (except such consent as may be deemed to be given pursuant to said Section 19).

1. Name of the Condominium and Trust Through Which Managed.

The name of the Condominium is XII STONEHOLM CONDOMINIUM. A trust, through which the Unit Owners will manage and regulate the Condominium, has been established under the name of XII STONEHOLM CONDOMINIUM TRUST under a Declaration of Trust, of even date herewith, recorded with the Suffolk County Registry of Deeds (the "Registry") simultaneously herewith (hereinafter sometimes referred to as the "Trust"). All Unit Owners (as hereinafter defined) are beneficiaries of said Trust in proportion to their respective undivided interest in the Common Elements (said undivided percentage interest hereinafter referred to as the "Beneficial Interest"). The Trustee thereof is STONEHOLM ASSOCIATES, LLC, with an address c/o The Hamilton Company, Inc., 39 Brighton Avenue, Boston, Massachusetts 02134. Said Trustee and any additional trustees as may be added, pursuant to the terms of the Trust, are hereinafter collectively referred to as the "Trustees," which term shall include their successors in trust. The terms of said Declaration of Trust have been enacted as, and comprise, the Bylaws of the Trust provided for in Chapter 183A. This Master Deed, the Trust, Bylaws and any Rules and Regulations promulgated thereunder are sometimes collectively referred to herein as the "Condominium Documents."

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

*DIONNE & GARR, LLP
131 Dartmouth Street
Boston, MA 02116*

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2. Description of the Land.

The Land upon which the building and improvements of the Condominium are located consists of the land situated at 12 Stoneholm Street, Boston, Suffolk County, Massachusetts, as shown on the Site Plan filed herewith, and is more particularly described on Exhibit A hereto. Said Land is subject to taxes assessed for the current tax year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements and appurtenant rights of record, so far as the same may now be in force and applicable, as are more particularly described on Exhibit A, and subject further to the right reserved in Declarant to install, repair, replace, and maintain, now or in the future, drain lines, electric and water lines, sewer lines, cables, pipes and conduits for all types of utilities, including the right to grant easements across said Land for the installation of all types of utilities.

3. Description of Building.

The improvements on the Land include one (1) building (the "Building"), with seven (7) above-grade floors and one (1) partial sub-surface level. The first and second floors of the building contain the Garage (as hereinafter defined), and the Units (as hereinafter defined) are located on floors three through seven. The Building contains one hundred twenty (120) Units. The Building has a poured concrete foundation, a reinforced concrete structural frame, masonry walls and a modified bituminous roof. The post office address of the Building is 12 Stoneholm Street, Boston, Massachusetts 02115.

Declarant has reserved the right to construct and add additional Units, Common Elements and Limited Common Elements to the Condominium pursuant to the provisions of Section 19 hereof. Specifically, but without limitation, Declarant intends to convert certain Common Elements located on the sixth and seventh floor of the Building and shown as "Reserved for Future Development" on the Floor Plans to additional Units of the Condominium. If any additional Units, Common Elements or Limited Common Elements are added to the Condominium by the recording of an amendment to this Master Deed with the Registry, then from and after the date of such recording, the Condominium shall also include those additional Units, Common Elements and Limited Common Elements as if the same had been included pursuant to this original Master Deed.

4. Plans.

Simultaneously with the recording hereof, there have been recorded (i) a plan showing the location of the Building on the Land, prepared by Vanasse Hangen Brustlin, Inc., dated November 23, 2005, entitled "Stoneholm Street, Boston, Massachusetts, Existing Conditions Plan of Land" (the "Site Plan"), and (ii) a set of the floor plans of the Building, prepared by Sullivan Jones Studio, dated December 12, 2005, entitled "XII Stoneholm Condominium," depicting the layout, location, Unit numbers and dimensions of the Units, and such other matters as are required by Chapter 183A, and bearing the verified statement of a registered architect, engineer or surveyor, certifying that the plans fully and accurately depict the layout, location,

Unit numbers and dimensions of the Units as built (the "Floor Plans"). The Floor Plans consist of seven (7) sheets.

5. Designation of Units and Their Boundaries.

(a) The Units. The units comprising the Condominium (the "Units") and the designations, locations, approximate areas, Common Elements (as hereinafter defined) immediately accessible thereto, exclusive use areas and the Beneficial Interest of each Unit in the Common Elements are as set forth on Exhibit B attached hereto and made a part hereof. The owner or owners of a Unit are hereinafter (jointly, if more than one) referred to as the "Unit Owner." The determination of Beneficial Interest is based upon the approximate relation that the fair value of the Unit on the date of this Master Deed bears to the then aggregate fair value of all of the Units in the Condominium.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within such Unit Owner's Unit, subject always to provisions of Section 10 hereof.

(b) Boundaries of Units. The boundaries of each of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

- (i) Floors: The upper surface of the slab or structural joists below the sub-flooring of the Unit;
- (ii) Ceiling: The lower plane of the structural joists supporting the next level;
- (iii) Walls: The plane of the wall studs (or the surface of the masonry where masonry is the finish material) facing the Unit of exterior building walls, walls between Units and walls between a Unit and Common Elements; and
- (iv) Doors and Windows: As to doors leading from the Unit to the exterior of the Building or to interior Common Elements, the exterior surface of the door and of the door frame; as to windows, the exterior surface of the glass and of the window frame (or in the case of storm windows, the exterior surface of the storm window glass and frame);

provided, however, that no structural components of the Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit or in an area of exclusive right appurtenant to a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of said Unit or said exclusive area.

(c) Combining Units.

(i) Combining Units. Either the Declarant or the Trustees may authorize adjacent Units (or portions thereof) in common ownership to be connected for the purpose of single occupancy, and that for such purpose cuts may be made in common walls or ceilings; provided that either the Declarant or the Unit Owners of the Units to be combined shall do all of the work involved in connecting the Units at their own expense and only in the manner prescribed by the Declarant or the Trustees. Any such authorization shall be valid only if in writing and signed by either the Declarant or a majority of the then Trustees. At such time as connected Units shall no longer be in common ownership, the Unit Owners of such Units shall promptly restore the common wall or ceiling between the Units at their expense, and upon failure to do so the Trustees may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Trust for the cost of the work, which, if not paid when demanded, shall constitute a lien on the Units in question in proportion to their respective Beneficial Interests. During the period of time during which two Units may be combined, the lien for Common Expenses (as such term is defined in the Trust) against each Unit shall be deemed to be a lien against both Units.

(ii) Special Amendment. Upon completion of any work necessary to combine two or more Units, the Declarant or Unit Owner of such combined Unit shall cause a plan of the Unit to be prepared, which plan shall contain the information and the statement required by Chapter 183A, Section 8(f) insofar as applicable. Copies of such plans shall be provided to either the Declarant or the Trustees, who shall cause such plan and a Special Amendment (as hereinafter defined) to this Master Deed to be recorded with the Registry. The Unit Owner(s) of the Units being combined shall be responsible for all legal, engineering and recording fees and other costs which may be incurred. Any such Special Amendment must be signed by the Unit Owner(s), any First Mortgagees of the Units, and either the Declarant or a majority of the Trustees.

(iii) Unit Designations; Beneficial Interests. In any Special Amendment to this Master Deed prepared and filed as described above, the Declarant or Trustees shall (to the extent necessary or advisable) create new Unit numbers or designations. Such Special Amendment shall also reallocate the Beneficial Interest(s) of the Units in the approximate relation that the fair value of each new Unit bears to the fair value of the original Units involved, such that (a) the resulting Beneficial Interests of any combined Unit shall equal the total of the Units combined, and (b) the total resulting percentages of all Units in the Condominium shall equal one hundred percent (100%).

(iv) Limitations. Any and all work with respect to the removal or relocation of the interior wall or floor dividing any such Units shall not involve the removal or relocation of a structural or load bearing wall or floor without the consent of the Trustees. Any and all work undertaken pursuant to this Section 5 shall be done in a good and workmanlike manner and in compliance with industry standards and all applicable laws and regulations, pursuant to a building permit validly issued therefor (if required by law) and any other permits required by law. All such work shall also be done in accordance with any applicable Bylaw provisions, and the

Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, cost, claim, damage or liability which they may suffer or incur as a result of such work. The Trustees may have the plans reviewed by a professional of their choosing and may request such further plans, documentation, evidence of insurance and bonds or sureties as they deem necessary, all costs and expenses of which shall be borne by the Unit Owner submitting such plans and request for approval and shall constitute a lien upon such Units, as provided in the Trust and under Massachusetts law for unpaid common charges.

6. Common Elements.

6.1 Description.

The common areas and facilities of the Condominium (the "Common Elements") consist of the Property as defined above, exclusive of the Units, including, without limitation, the following:

(a) The Land, subject to and with the benefit of rights and easements as set forth herein;

(b) The foundations, columns, girders, beams, supports, structural members, common entrances and exits and any windows leading from a Common Element to the exterior of the Building or to another Common Element (including the glass portion thereof), the roof of the Building, exterior walls, and interior demising walls, floors and ceilings within the Building (other than any portion of said exterior and interior walls, sub-floors and floors and ceilings, included in the Units as specified in Section 4 above); and structural walls or other structural components, even if contained entirely within any Unit;

(c) Installations of services such as power, light, oil, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment servicing a single Unit);

(d) All conduits, chutes, ducts, shafts, fire balconies, plumbing, wiring, flues, elevator and other facilities for the furnishing of utility services 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 for maintenance, repair, and replacement;

(e) All common equipment wherever located in, on, or around the Building, provided however that such common equipment does not include any heating or hot water or cooling or chilling equipment or utility meters, which serves any Unit exclusively, such equipment or meters, respectively, being the property of the Unit exclusively served thereby;

(f) The lawns, gardens, walkways, passageways, driveways, fences, walls, railings and steps;

(g) The Garage, and any lobbies, stairways, hallways, elevators, mechanical rooms, sprinkler rooms, trash rooms, electrical rooms, meter rooms, utility rooms, mail rooms, package rooms, laundry rooms, fitness rooms, recreation rooms, lounges, barbeque decks, landscape decks, elevator machine rooms, generator rooms and transformer rooms, if located within the Property;

(h) The pool, clubhouse, locker rooms and appurtenant facilities, as shown on the Floor Plans;

(i) All other apparatus and installations existing in the Building for common use, or necessary or convenient to existence, maintenance or safety of the Building; and

(j) All other property not included within the definition of Unit, including such additional Common Elements as may be defined in Chapter 183A.

The Common Elements shall be subject to the provisions hereof and of the Trust, and to Rules and Regulations (as defined herein) promulgated pursuant to the Trust with respect to the use thereof.

Notwithstanding anything herein to the contrary, Declarant presently intends to convert a portion of the Common Elements shown as "Reserved for Future Development" on the Floor Plans into additional Unit(s), Common Elements or other improvements in Declarant's sole discretion in accordance with the terms of Section 19 hereof, and Declarant hereby expressly reserves the right at any time to do so. Each Unit Owner, by acceptance of its Unit deed (whether or not it is so expressed in any such deed) shall be deemed to have consented and agreed to the reservation of the power of Declarant to so convert portions of the Common Elements and thereby to terminate any rights of the Unit Owners with respect thereto.

6.2 Limited Common Elements

The Declarant hereby reserves the right to grant the exclusive right to use certain Common Elements (the "Limited Common Elements") to one or more, but fewer than all, of the Unit Owners, which Limited Common Elements shall be appurtenant to the Unit(s) to which they are assigned. Such Limited Common Elements may include, without limitation, portions of the roof, the Parking Spaces and Storage Units, as described in Section 7 below.

The Declarant may, in the future, establish additional Limited Common Elements by Special Amendment to this Master Deed. Such future Limited Common Elements may be located in any Common Element of the Building not necessary for common use. The Declarant may also, by such Special Amendment hereto, transform the intended use of a Common Element or Limited Common Element. The foregoing reserved rights of the Declarant shall pass to the Trustee(s) when the Declarant (or any successor(s) to, or assignee(s) of, the Declarant's rights under this Master Deed) no longer owns any Unit in the Condominium.

6.3 Beneficial Interests.

Each Unit Owner shall have the Beneficial Interests in the Common Elements in the percentages specified in Exhibit B.

7. Parking and Storage.

7.1 Parking.

There are seventy-nine (79) parking spaces located on the first and second floors of the Building (hereinafter collectively called the "Parking Spaces" and individually, a "Parking Space"). The Parking Spaces are numbered 1 through 79, and are depicted on the Floor Plans.

The Parking Spaces shall be a portion of the Common Elements. Notwithstanding anything to the contrary in this Master Deed, Declarant hereby expressly reserves to itself and its successors and assigns and its or their designees the exclusive right and easement from time to time to sell, convey, lease, rent or license easements for each of the Parking Spaces (collectively, the "Parking Easements" and, individually, a "Parking Easement") to Unit Owners and others (including members of the general public). Declarant may sell and convey easements for the exclusive use of one or more Parking Spaces for such consideration as Declarant shall determine, in its sole discretion, and such consideration shall be and remain Declarant's sole property. Each grant of a Parking Easement shall be for a specific, assigned Parking Space. Declarant shall have the right to grant easements for the exclusive use of Parking Spaces either in unit deeds or by separate instruments. Any Parking Easements that have not been conveyed by Declarant (whether prior to or subsequent to the conveyance of the last Unit to be conveyed by Declarant) shall be deemed to continue to be owned by Declarant as easements in gross until such time, if at all, as Declarant expressly conveys the same. The purchaser of a Parking Easement shall have the right to freely sell, convey, rent, license or lease such easement.

The Trustees shall formulate a budget, hereinafter called the "Parking Budget," on an annual basis, which budget shall cover all of the expenses of maintenance and repairs to the Parking Spaces, including but not limited to cleaning, restriping, repaving, repairs and necessary reserves. Each owner (including the Declarant), for the time being, as he or she then appear in the Registry, of a Parking Easement, shall pay one-seventy ninth ($1/79^{\text{th}}$) part of the Parking Budget multiplied by the number of Parking Easements owned by such owner; said amount being hereinafter referred to as the "Parking Charge." The Trustees shall promptly furnish copies of each Parking Budget to all owners of Parking Easements, and each such Parking Easement owner thereafter shall pay one twelfth ($1/12$) of his or her Parking Charge monthly, in advance, on the first day of each month. In the event that at any time, and from time to time, the Trustees shall determine that the assessment so made is less than the expenses actually incurred, or to be incurred, including but not limited to provisions for reserves, the Trustees shall make a supplemental assessment or assessments with respect to the Parking Budget and render statements therefor, and such statements shall be payable and take effect as set forth in such statements. The Trustees may, in their discretion, provide for payments of such supplemental assessment statements in monthly or other installments. The Trustees shall not be obligated to

render monthly statements. The amount of each statement, for regular or supplemental Parking Charges, if not paid when due, shall bear interest from the date on which such charge was first due until paid at the greater of (i) twelve percent (12%) per annum; or (ii) six percent (6%) per annum over the Base Rate charged by the Bank of America (or its successor or assign by merger or otherwise) from time to time (but not more than the highest rate permitted by law). Such accrued interest, together with the costs of collection of any such charges (including reasonable attorneys' fees) shall be added to the amount of such charge and shall constitute a lien on such Parking Space in favor of the other owners of Parking Easements, enforceable by the Condominium Association on behalf of said other owners, which shall bind such Parking Space in the hands of the then-owner, his or her heirs, devisees, executors, administrators, personal representatives, successors in title, and assigns. The lien of the assessments provided for in this clause shall be subordinate to the lien of any institutional first mortgage hereafter placed upon any Parking Easement, provided, however, that said subordination shall apply only to the assessments that have become due and payable prior to a sale or transfer of such easement pursuant to foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Parking Space from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve the owner from personal liability for payment of any assessments that became due and payable while such owner owned the Parking Easement.

The Trustees shall promptly provide any owner or prospective purchaser of a Parking Easement, or mortgagee, or attorney of any such party, with a written statement of all unpaid Parking Charges and special assessments, as the case may be, due with respect to such Parking Space, in proper form for recording. Recording of such statement in the Registry shall operate to discharge the Parking Space from any lien for any Parking Charges or special assessments, as the case may be, unpaid and not enumerated on such statement as of the date of such statement.

The Trustees shall maintain and repair the Parking Spaces in a clean and orderly manner and in compliance with all Legal Requirements. All risk of loss in connection with the use, maintenance and repair of the Parking Spaces shall be borne solely by the owners for the time being of Parking Easements, as the same shall appear of record in the Registry, and not by the Trustees, the Condominium Association or Unit Owners (except to the extent that a Unit Owner is also an owner for the time being of a Parking Easement).

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

The provisions of this Section 7.1 shall not be modified or amended without the prior written consent of sixty-seven percent (67%) of the owners of Parking Easements. For purposes of the immediately foregoing sentence only, each owner of a Parking Easement shall have one vote for each such easement he or she owns, and the Declarant shall have one vote for each Parking Space it owns.

7.2 Storage. Certain Units shall have the exclusive right and easement to use storage units shown on the Floor Plans, if any (the "Storage Units"). The exclusive right and easement to use a Storage Unit may be conveyed or assigned by an instrument duly recorded with the Registry. Storage Units may not be conveyed or assigned to a person who is not a Unit Owner, nor may they be rented or leased to a person who is not an occupant of the Condominium.

8. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units; Rights of Access.

Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving its Unit. Each Unit shall be subject to an easement in favor of all other Unit Owners to use and obtain access to the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in such Unit and serving other Units. The Trustees, the manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent, shall have a right of access to each Unit, at reasonable times and upon reasonable notice, except in emergencies (when no notice shall be required), for the purposes of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Building. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. These rights and easements shall be exercised in a manner so as to minimize disruption to the affected Unit.

9. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same, so long as the Building stands.

10. Use of the Building and the Units; and Restrictions on Use of the Building and Units.

(a) Units may be used only for residential purposes and any use accessory thereto (including "home office" and/or artist or photography use, as long as such does not include any

visits to the Unit by clients, customers or others) permitted by the applicable zoning laws and regulations, subject, in all events, to the further restrictions set forth below in this Section 10, provided, however, that such Units may be used by the Declarant for other purposes pursuant to the provisions of subparagraph (c) of this Section 10. This restriction shall not be construed to prohibit Unit Owners from leasing their Units so long as any such leases are for a term of at least one (1) year and require any lessees to adhere to the provisions of this Master Deed, the Trust and the Rules and Regulations and lessees occupy and use the leased premises in accordance with the provisions of the Master Deed, the Trust and the Rules and Regulations, subject in all events to the further restrictions set forth in this Section 10.

(b) The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to the provisions of the Trust:

- (i) Subject to approval by the Trustees of the plans and specifications related thereto, which approval shall not be unreasonably withheld, the Unit Owner may, at his sole cost and expense, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning thereof, by modifying, removing or installing non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit validly issued therefor (if required by law), and provided further that the Unit Owner and Trustee(s), at the Unit Owner's sole cost and expense, shall prepare and record a Special Amendment hereto, together with a revised Unit Plan, reflecting such changes, in accordance with Section 11(c) below.
- (ii) The maintenance, keeping, boarding and/or raising of any animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements, except that, subject to this provision and the Rules and Regulations, the keeping of dogs weighing no more than fifty (50) pounds, domestic cats, caged birds such as parakeets, canaries and parrots, and fish in aquariums with a capacity no greater than ten (10) gallons is permitted, provided, however, that (i) pets (other than fish) shall not exceed two (2) per Unit without the approval of the Trustees; (ii) the aggregate weight of dogs in any one Unit shall not exceed seventy-five (75) pounds; (iii) such pets are not kept and maintained for commercial purposes or for breeding; and (iv) any such pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon ten (10) days' written notice from the Trustees. Notwithstanding the foregoing, orderly domestic pets shall be permitted if necessary for persons with disabilities. Any Unit Owner who keeps or maintains any pet upon any portion of the

Condominium shall indemnify and hold the Trust, the Trustees, the Condominium Association, any Condominium managing agent, other Unit Owners and Declarant free and harmless from any loss, claim or liability of any kind or character whenever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be licensed and inoculated as required by law. The Trustees may establish reasonable fees for the registration of pets. No pets shall be permitted in any part of the Condominium (other than within the Unit of the Unit Owner thereof) unless in a cage or on a leash. Leashes may not exceed a length which will permit close control of the pet. The Condominium Association may establish such other rules and regulations concerning pets as it deems necessary or appropriate, including, without limitation, the right to prohibit all pets (other than pets needed by persons with disabilities). In the event of the adoption of a rule prohibiting pets, any Unit Owner who owned a pet at the time of the adoption of such a rule shall have the right to retain such pet (unless such pet is otherwise deemed to constitute a nuisance or be in violation of these provisions or the Rules and Regulations), but shall not have the right to replace such pet or subsequently acquire additional pets. Any Unit Owner keeping a pet or animal in violation of these provisions or which causes any damage to or requires cleanup of any Unit or the Common Elements or which is offensive or creates any nuisance or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, clean up or elimination of such disturbance or noise.

- (iii) No Unit Owner shall alter its Unit in such a way as to permit unreasonable levels of sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring buildings.
- (iv) If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building for its intended purposes) shall be required for any particular improvement or construction in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the Unit Owner thereof or the Trust, the Unit Owner of such particular Unit, at such Unit Owner's expense, shall procure and maintain such license or permit, submit the same to inspection by the Trustees and comply with all terms and conditions thereof.
- (v) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements any furniture, packages, bicycles, carriages or personal property of any nature whatsoever, provided, however, that the Unit Owners have the right in common to use the dumpster, trash compactors or trash barrels, if any, located on the Common Elements.

- (vi) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units.
- (vii) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units or of the other premises entitled to the use or benefit thereof.
- (viii) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Property by its occupants.
- (ix) No Unit shall be rented or let for a period of less than one (1) year, any such leases or tenancies shall be pursuant to a written lease which shall specifically provide that the tenant/lessee is subject to the terms of this Master Deed and the Trust and a copy of said lease shall be delivered to the Trustees.
- (x) No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Any violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Unit Owner of said Unit and those relating to all Common Elements shall be eliminated by the Trustees.
- (xi) No pictures, advertisements, signs or posters of any kind shall be erected, posted or attached in or on the Common Elements except those approved in writing by the Trustees, provided, however, this restriction shall not apply to pictures, advertisements, signs or posters utilized by the Declarant or its agents in selling or leasing the Units.
- (xii) Except for installations existing as of the date hereof, no Unit Owner shall allow the installation of wiring for electrical or telephone use, air conditioning unit or other machine or equipment which protrudes through the walls or the roof of the Building or is otherwise visible on the exterior of the Building and no Unit Owner shall make any alteration to its Unit or any portion thereof which is visible on the exterior of such Unit without the prior written approval of the Trustees, which may be withheld in the Trustee's reasonable discretion.

- (xiii) No activity shall be done or maintained in any Unit which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereof, provided, however, that any use or activity which will increase the rate of insurance maintained by the Trustees for the Condominium or by any individual Unit Owner may be permitted by the Trustees, in the sole discretion of the Trustees, if the Unit Owner conducting such use or allowing such use to be conducted agrees to conform to any special rules or regulations promulgated by the Trustees with respect to such use and agrees to pay any and all additional costs associated therewith, including without limitation the increase in the insurance premiums paid by the Trustees on behalf of the Condominium as a result thereof.
- (xiv) No Unit shall be used or maintained in a manner which is inconsistent with the Bylaws and the rules or regulations promulgated from time to time pursuant thereto.
- (xv) Each Unit shall be used only for such purposes and to such extent as will not overload the Building or the foundation or structure of the Building or reasonably overload the capacity of any utility furnished to the Building, including but not limited to water, sewer, electricity and gas. No Unit shall be used in violation of fire, safety, health or related laws.
- (xvi) No unlawful use shall be made of any Unit or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (hereinafter collectively called the "Legal Requirements") shall be complied with. Compliance with any Legal Requirement shall be accomplished by and at the sole expense of the Unit Owner or Unit Owners, or the Trust, as the case may be, whichever shall have the obligation under the Bylaws to maintain and repair the portion of the Unit subject to any such Legal Requirement. Each Unit Owner shall give prompt notice to the Trust of any written notice it receives of the violation of any Legal Requirement affecting its Unit or the Building. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement affecting any portion of the Unit or Building that such Unit Owner is obligated to maintain and repair, and the Trust shall cooperate with such Unit Owner in such proceedings, provided that (i) such Unit Owner shall pay and defend, save harmless and indemnify the Trust and each other Unit Owner against all liability, loss or damage that any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorney fees and other expenses reasonably incurred; and (ii) such Unit Owner shall keep the Trust advised as to the status of such proceedings

periodically. Such Unit Owner need not comply with any Legal Requirement so long as he or she shall be so contesting the validity or applicability thereof, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Condominium shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Trust may also contest any Legal Requirement without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirement, but only subject to the foregoing conditions as to deferral of compliance. The costs and expense of any contest by the Trust shall be a Common Expense. The amount due the Trust under the foregoing obligation of a Unit Owner to defend, save harmless and indemnify the Trust may, without prejudice to any other remedy of the Trust, be enforced by assessing the same to the Unit or Units of such Unit Owner as a Common Charge.

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

- (xvii) No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Building that might reasonably be anticipated to cause damage thereto, to spread odors or to otherwise be offensive.
- (xviii) All data processing, computer, graphic art and printing facilities, business machines and equipment, kitchen equipment and all other mechanical equipment installed in any Unit shall be so designed, installed, maintained and used by the Unit Owner and occupant of such Unit, at the expense of such Unit Owner, as to minimize insofar as reasonably possible, and in any event reduce to a reasonably acceptable level, the transmission of noise, vibration, odors and other objectionable transmissions from such Unit to any other area of the Building.
- (xix) No Unit Owner or occupant shall store on the property, or permit or suffer to be discharged on the property, any oil or hazardous waste as defined in Massachusetts General Laws, Chapter 21E.

- (xx) No Unit which contains one (1) bedroom may be permanently occupied by more than three (3) persons, and no Unit which contains two (2) bedrooms may be permanently occupied by more than five (5) persons. For purposes hereof, the term "permanently occupied" shall be deemed to mean occupancy of the Unit as such person's primary residence or occupancy for more than fourteen (14) calendar days in any one-month period.
- (xxi) Notwithstanding anything to the contrary contained herein, any Unit Owner shall have the right, at its sole cost and expense, to install a television satellite dish on the roof of the Building. The size of such dish and the location of the dish on the roof shall be subject to the approval of the Trustees, which approval shall not be unreasonably withheld. Any and all work with respect to such installation shall be done in a good and workmanlike manner and in compliance with industry standards and all applicable laws. The Unit Owner of the Unit benefiting from such installation shall indemnify and hold harmless the Trust and all other Unit Owners from any loss, cost, claim, damage or liability which they may suffer or incur as a result of such installation.

Said restrictions shall be for the benefit of the Unit Owners, and the Trustees as the persons in charge of the Common Elements and may (except as to Section 10(c) (x)) be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both, and the Trustees and/or any such aggrieved Unit Owner shall be entitled to recover their legal fees, costs and expenses incurred in enforcing said course of action if the Trustees and/or such Unit Owner prevail. The Trustees may also levy fines with respect to any such violations, including fines occurring on a daily basis in the case of continuing violations. No Unit Owner shall be liable for any breach of the provisions of this Section 10 except such as occur during its period of ownership.

(c) Notwithstanding anything to the contrary contained herein, the Declarant may, until all of said Units have been sold by said Declarant, (i) lease Units which have not been sold, which lease(s) may be for as short a duration as thirty (30) days; or (ii) use any Units owned by the Declarant as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with redecoration and construction in the Units or Common Elements, or the sale or leasing of Units.

(d) Except as permitted by the Trustees, the architectural integrity of the Building shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no change, addition, structure, projection, decoration or other feature visible from the exterior of the Building or from any Common Element shall be erected or placed upon or attached to the Building or attached to or exhibited through a window of the Building, and no painting or other decorating shall be done on any part or surface of the Building visible from the

exterior of the Building or from any Common Element, unless the same shall have been approved by the Trustees in accordance with the provisions of the Trust and shall conform to the conditions set forth in said Trust. This subparagraph (e) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

(e) A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Trust, adopt such Rules and Regulations (the "Rules and Regulations") from time to time as they may determine to be necessary or appropriate to ensure that the Common Elements and Units are used for the purpose set forth in this Section 10, to protect the architectural integrity of the Building, and to provide for the proper management and operation of the Condominium.

11. Amendment of Master Deed.

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or has the right to exercise any of its Development Rights in accordance with Section 19 hereof, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

(b) General Amendments. Except as set forth elsewhere in this Master Deed and except as otherwise provided in (a) or (c) of this Section 11, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to sixty-seven percent (67%) or more of the Beneficial Interests and duly recorded with the Registry, provided, however, that:

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so filed within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Trustees for not less than five (5) years from the date the amendment is filed.
- (ii) Except as provided for elsewhere in this Master Deed, 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 Unit Owner of the Unit so altered.
- (iii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the Beneficial Interest to which

any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of Beneficial Interest is affected. In accordance with Section 19 hereof, no amendment of this Master Deed pursuant to the specific provisions hereof relative to the exercise of Development Rights by Declarant which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall require the consent of any Unit Owner.

- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

(c) Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment ("Special Amendment") as follows: Special Amendments may be executed and filed as provided elsewhere in this Master Deed in order to (i) combine Units, (ii) reconfigure partition walls within or between Units, (iii) establish Limited Common Elements or (iv) exercise any of Declarant's Development Rights in accordance with Section 19. Moreover, the Declarant, without the consent of any Unit Owner or mortgagee, may execute and record a Special Amendment as long as it owns any Unit(s) in the Condominium or has the right to exercise any of its Development Rights pursuant to Section 19 hereof in order to (i) correct any errors and/or omissions in this Master Deed; (ii) to make this Master Deed comply with the provisions of Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and any governmental insurer or guarantor of Unit mortgages, including private mortgage insurers and the Department of Veterans Affairs ("VA") and the Federal Housing Administration ("FHA"). The right to execute and record such Special Amendments shall pass to the Trustees at such time as the Declarant and/or its successors and/or assigns no longer own any Units in the Condominium and its Development Rights have terminated in accordance with Section 19 hereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact. Each deed, mortgage, trust deed or other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of a consent to the reservation of the power of the Declarant to vote in favor of, make, execute and record Special Amendments.

12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, Rules and Regulations.

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

13. Invalidity.

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

14. Waiver.

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

15. Captions.

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

16. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance.

Notwithstanding anything in this Master Deed or in the Trust and Bylaws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (the "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Trust 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 acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure shall not be liable for such Unit's unpaid Common Expenses or other amounts due which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except to the extent that such Common Expenses and/or other amounts are entitled to priority over such First Mortgage under Chapter 183A.

(d) Any and all Common Expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable Massachusetts law.

(e) A lien for Common Expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a First Mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless at least sixty-seven percent (67%) of the First Mortgagees have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

- (i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
- (ii) Change the pro rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

- (iii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of the Development Rights and other actions with respect to granting of special rights of use or easements of Common Elements contemplated herein or in the Trust shall not be deemed an action for which any prior approval of a First Mortgagee shall be required under this subparagraph; and further provided that the granting of rights by the Trustees to connect adjoining Units shall require the prior approval of only the First Mortgagees of the Units to be connected; or
- (iv) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or Common Elements of the Condominium.

(g) To the extent permitted by law, 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.

(h) In no case shall any provision of the Master Deed or the Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee of the Unit 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 Elements of the Condominium.

(i) A First Mortgagee, upon request to the Trustees, will be entitled to:

- (i) Written notification from the Trustees of any default by its borrower who is a Unit Owner with respect to any obligation of such borrower under this Master Deed or the provisions of the Trust which is not cured within sixty (60) days;
- (ii) Inspect the books and records of the Trust at all reasonable times;
- (iii) Receive (at its own expense) an audited annual financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust;
- (iv) Receive written notice of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;

- (v) Receive prompt 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 proposed taking by condemnation or eminent domain of said Unit or the Common Elements of the Condominium;
- (vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- (vii) Receive written notice of any action which requires the consent of a specified percentage of First Mortgagees.

(j) No amendment of a material nature to this Master Deed will be made unless such is agreed to by Eligible First Mortgagees – that is, First Mortgagees who have submitted a written request to the Trust that the Trust notify them of any proposed action requiring the consent of a specified percentage of Eligible First Mortgagees – who represent at least fifty-one percent (51%) of the Beneficial Interests of the Units that are subject to mortgages held by Eligible First Mortgagees. A change to any provisions governing the following shall be considered material:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Insurance or Fidelity Bonds;
- (v) Rights to use of the Common Elements;
- (vi) Responsibility for maintenance and repair of the Units and the Common Elements;
- (vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (viii) Boundaries of any Unit;
- (ix) The Beneficial Interests;
- (x) Convertibility of Units into Common Elements or of Common Elements into Units;
- (xi) Leasing of Units;

- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her/their Unit;
- (xiii) Any provisions which are for the express benefit of First Mortgagees or insurers or guarantors of first mortgages on Units;
- (xiv) Restoration or repair of the Condominium (after hazard damage or partial condemnation) in a manner other than that specified in this Master Deed or the Trust;
- (xv) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;
- (xvi) Reallocation of interest in the Common Elements or Limited Common Elements or right to their use; and
- (xvii) A decision by the Trust to establish self management when professional management had been required previously by a First Mortgagee;

Notwithstanding anything to the contrary contained herein, no amendment of this Master Deed pursuant to the specific provisions hereof relative to the exercise of Development Rights by Declarant shall be treated as material, and no amendment of this Master Deed pursuant to the specific provisions hereof relative to combination of Units shall be treated as material with respect to any Mortgagee other than the holder of the Mortgage(s) securing such Units.

The Declarant intends that the provisions of this Section 16 and all other provisions of this Master Deed comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and Massachusetts General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or Trustees, or with respect to any other matter, the greatest percentage requirements shall control. This Section 16 may be amended only with prior written approval of First Mortgagees representing sixty-seven percent (67%) in number and Beneficial Interest of the mortgaged Units in the Condominium and sixty-seven percent (67%) in Beneficial Interest of the Unit Owners in the Condominium.

Any consent of a First Mortgagee herein provided for shall be deemed given if a First Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it received proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

17. Chapter 183A.

This Master Deed is intended to comply with the requirements of Chapter 183A.

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Trust, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to Common Expenses, funds and profits, with respect to improvement and rebuilding of Common Elements, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

18. Meanings of Terms.

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

19. Declarant's Reservation of Rights; Assignment Of Declarant's Rights.

(a) General Reservation of Rights. Notwithstanding anything contained in the Master Deed or the Declaration of Trust to the contrary, and in addition to all other rights and reservations of Declarant, Declarant hereby reserves the development, conversion, phasing and other rights set forth in this Section 19. All present and future Unit Owners, and all persons now or hereafter claiming an interest in a Unit, by, through or under a Unit Owner, including, without limitation, all Mortgagees of such Units, shall be subject to and bound by the provisions of this Section 19. All of the rights set forth herein, together with any other reserved rights in the Condominium Documents, are collectively known as the "Development Rights." The Development Rights may be exercised at any time, and from time to time, without the consent of any Unit Owner or of any Mortgagee.

(b) Phasing. Units 301-332, 401-432, 501-532, and 601-624, the Land, and all Common Elements and Limited Common Elements thereon, and all appurtenant rights are collectively referred to hereon as "Phase I" of the Condominium. It is presently contemplated that Declarant may convert one or more of the Common Elements shown on the Floor Plans as "Reserved for Future Development," or any portion thereof, to one or more Unit(s), Common Elements or other improvements. Declarant hereby reserves, pursuant to Section 5(b) of Chapter 183A, the right to convert all or such portions the areas designated as "Reserved for Future Development" as Declarant may elect, in its sole discretion, to one or more Unit(s), Common Elements or other improvements. The number of Phases and Units, if any, and the type of the improvements that Declarant has reserved the right to add to the Condominium is presently unknown and is at the discretion of Declarant. Nothing herein contained shall be deemed to obligate Declarant to construct and add any such additional Units or other improvements to the Condominium or to convert any of the area designated as "Reserved for Future Development" to Units of the Condominium. Upon the recording of an amendment to the Master Deed creating any additional Phase, the additional Units and improvements, elements, features and facilities designated as Common Elements and Limited Common Elements, if any, shall become a part of the Condominium as if included and described in this original Master Deed and any portion of any Common Element shown as a "Reserved for Future Development" on the Floor Plans that is

converted to one or more Unit shall become a Unit hereunder as if so existing and described in this original Master Deed. By the acceptance of a deed to a Unit, each Unit Owner and each Mortgagee shall have thereby consented to the execution and recording of any such amendment, without Declarant being required to obtain any further consent or the execution of any documents by such Unit Owner or Mortgagee.

(c) Reservation of Specific Development Rights. In addition to all other rights reserved to Declarant in the Condominium Documents, Declarant hereby reserves the following specific Development Rights:

- (1) To add Units (or to expand any existing Units owned by Declarant), Common Elements and Limited Common Elements to the Condominium and convert any Common Element shown as "Reserved for Future Development" on the Floor Plans to one or more Units pursuant to the terms of this Master Deed. In addition, Declarant hereby expressly reserves and shall have the right to make such use of the Common Elements as may be reasonably necessary or convenient to enable Declarant to convert such reserved areas to one or more Units pursuant to the rights reserved herein.
- (2) The rights to pass and repass over the Land and any or all improvements located thereon, and to take all actions as Declarant deems necessary or convenient in connection with any conversion of the areas designated on the Floor Plans as "Reserved for Future Development" to one or more Units. Declarant's rights hereunder shall include, but shall not be limited to, the transportation, storage and handling of materials and equipment.
- (3) The rights to layout, construct, connect with, make use of, maintain, repair and replace any and all utility lines, pipes, wires, ducts, conduits, water, sewer and drainage lines in, upon or under the Land, in order to take such action as Declarant deems necessary or convenient in connection with any conversion of the areas designated on the Floor Plans as "Reserved for Future Development" to one or more Units.
- (4) The right to pass and repass over all roadways, pathways, driveways and the like constructed upon the Land.
- (5) The right to grant or reserve in the future such other rights, easements or restrictions on, over, across, through and/or under the Land that Declarant deems necessary, appropriate or advisable in connection with the conversion of the areas designated on the Floor Plans as "Reserved for Future Development" to one or more Units, provided only that such grants or reservations do not materially adversely interfere with the use of the Units or Common Elements (except the Common Elements shown as "Reserved for Future Development" on the Floor Plans) for their intended purposes.

(6) The right to amend the Master Deed and the Trust at any time, and from time to time, by recording an amendment with the Registry of Deeds, with such changes as are necessary or desirable (i) to add one or more additional Phases to the Condominium pursuant to the Master Deed and to submit such Phase to the provisions of the Act; or (ii) to exercise the Development Rights. In furtherance of the foregoing, Declarant hereby reserves, and each Unit Owner hereby grants to Declarant, a power coupled with an interest to execute and record such amendments on behalf of each such owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and consent to the reservation of the power of Declarant to execute and record such amendments.

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

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

(f) Right to Use Rooftops. The Condominium shall be subject to an easement in favor of Declarant and its successors and assigns to use the roofs of the Building to lease space for antennas, receivers, transmitters and other devices for which the roofs of similar buildings may be used and for any other purpose, subject to applicable Legal Requirements.

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

(h) Limitations on Development Rights. The Development Rights reserved in this Section 19 are limited as follows:

(1) Declarant shall not amend this Master Deed to add any additional Units to the Condominium or expand existing Units or convert any area designated on the Floor Plans as "Reserved for Future Development" to one or more Units until such time as the additional Units have been sufficiently completed so as to comply with the provisions of Section 8(f) of Chapter 183A.

- (2) All Units (and expanded portions of existing Units) and Common Elements created pursuant to the Development Rights and added to the Condominium will be restricted with respect to the permitted uses thereof in the same manner and to the same extent as Phase I.
- (3) The rights of Declarant reserved herein to add additional Phases to the Condominium shall terminate and be of no force and effect on the first to occur of the following, which date shall be known as the "Phasing Termination Date":
 - (i) seven (7) years from the date hereof; or
 - (ii) at such time as Declarant has recorded a written instrument at the Registry of Deeds, executed by Declarant, by which Declarant expressly waives and releases the Development Rights.
- (4) Unless sooner terminated by an instrument recorded by Declarant in the Registry of Deeds, all Development Rights shall remain in full force and effect, except those which by their terms may have terminated earlier or those which by their terms survive until a later date, and may be exercised by Declarant until the Phasing Termination Date.
- (5) The quality of construction of any additional or converted Units (and expanded existing Units) shall be consistent with the quality of the previously constructed Units; provided, however, that nothing contained herein shall be deemed to restrict Declarant from constructing and adding additional Units to the Condominium which are of a different style or type than existing Units.
- (6) Additional and converted Units (and expanded existing Units) and Common Elements shall be designed so as to not detract from the architectural and other aesthetic features of the existing Units and Common Elements, in the reasonable opinion of Declarant.
 - (i) Interference with Development Rights. Neither the Trustees nor any Unit Owner may take any action or adopt any rule or regulation that will interfere with or diminish, in any way, any Development Right without the prior written consent of Declarant.
 - (j) Transfer of Development Rights. The Development Rights referred to herein may be freely sold, granted, assigned, mortgaged or otherwise transferred by Declarant, by deed, mortgage or other written instrument.
 - (k) No Obligations On Declarant. Nothing contained herein shall be deemed to obligate Declarant to commence or complete construction of any additional Units or other improvements of any type or nature, nor if Declarant elects to construct and add additional Units or other improvements to the Condominium or to convert any areas designated on the Floor Plans as "Reserved for Future Development" to one or more Units, to do so in any particular sequence

or order. No assurances are made by Declarant regarding which portions of such reserved areas, if any, shall be utilized by Declarant in the exercise of its Development Rights or the order in which such portions, or all of the areas, will be developed or converted. The exercise of Development Rights as to some portions of such reserved areas will not obligate Declarant to exercise them as to any other portions.

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

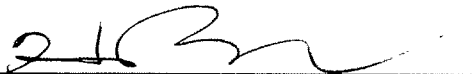
20. Liability.

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the assets of Stoneholm Associates, LLC, shall be bound by the provisions of this Master Deed. The members of such limited liability company shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions or this Master Deed.

IN WITNESS WHEREOF, the Declarant has executed this Master Deed as a sealed instrument as of this 4th day of January, 2006.

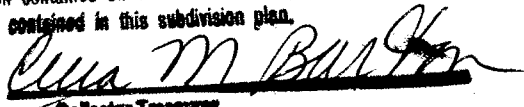
38490-106

STONEHOLM ASSOCIATES, LLC, a Delaware limited liability company

By: 
Harold Brown, Manager

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 57,500 has been paid with respect to the 100 units of the condominium described in this master deed. / lots in the consolidation contained on this consolidation plan. / lots of the subdivision contained in this subdivision plan.

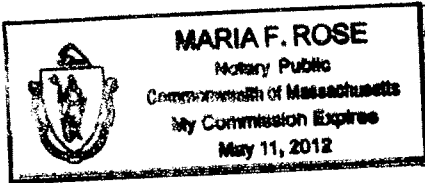

Anna M. Burton
Collector-Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 4th day of January, 2006, before me, the undersigned Notary Public, personally appeared the above-named Harold Brown, proved to me by satisfactory evidence of identification, being license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized Manager of Stoneholm Associates, LLC.

Maria F. Rose



(Print Name of Notary Public): _____
My Commission Expires: _____
Qualified in the State/Commonwealth of _____

EXHIBIT A

DESCRIPTION OF LAND

A certain parcel of land with the buildings thereon, now known as 8-12-16 Stoneholm Street in the City of Boston, County of Suffolk, and Commonwealth of Massachusetts, and further bounded and described as follows, to wit:

Beginning at a point on the Northwestern line of Stoneholm Street at a point fifty (50) feet Southwesterly from the Westerly line of Edgerly Street, f/k/a Bickerstaff Street at the Southwesterly corner of land conveyed by the Trustees under the Will of John P. Webber to Arthur I. Grossman, by deed dated February 19, 1912 and recorded in Suffolk Registry of Deeds, Book 3611, Page 2.

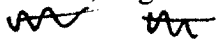
Thence running Southwesterly by the Northwestern line of Stoneholm Street, one hundred eighteen and 9/100 (118.09) feet to an angle.

Thence turning and running Southerly by the Westerly line of Stoneholm Street, fifty-nine and 14/100 (59.14) feet to a point eighty-five (85) feet Northerly from the North line of Norway Street at land conveyed by said Trustees to Morris Bronstein by deed dated June 12, 1913, and recorded in Suffolk Registry of Deeds, Book 3736, Page 421.

Thence turning and running Westerly by the Northerly line of said Bronstein land by a line parallel with the North line of Norway Street and distant eighty-five (85) feet Northerly therefrom eighty-five (85) feet to the center line of a passageway ten (10) feet wide.

Thence turning and running Northerly one hundred six and 51/100 (106.51) feet by the center line of said passageway until the line intersects with the center line of a passageway leading Northeasterly to Edgerly Street f/k/a Bickerstaff Street and at the Southwesterly corner of land conveyed by said Trustees to Morris Bronstein by deed dated December 22, 1913, and recorded in Suffolk County Registry of Deeds, Book 3779, Page 188.

Then turning and running Northeasterly on hundred sixty-five and 45/100 (165.45) feet by that certain line of said last mentioned passageway to a point fifty (50) feet Southwesterly from the Southwesterly line of Edgerly Street, f/k/a Bickerstaff Street to land conveyed by said Trustees to Arthur I. Grossman by deed dated February 19, 1912, and recorded in Suffolk Registry of Deeds, Book 3611, Page 2.

 Thence turning and running Southeasterly on the Westerly line of said Grossman land, eighty-five (85) feet to the point of beginning.

Containing by estimation 19,090 square feet of land, more or less.

EXHIBIT B

DESCRIPTION OF UNITS

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET*	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMENTS TO WHICH UNIT HAS ACCESS	PERCENTAGE OF BENEFICIAL INTEREST OF UNIT IN COMMON ELEMENTS
301	Third Floor	735	LR, 2BR, KIT, Bath	Common Hallway	1.12
302	Third Floor	458	LR, BR, KIT, Bath	Common Hallway	0.84
303	Third Floor	347	LR, BR, KIT, Bath	Common Hallway	0.67
304	Third Floor	347	LR, BR, KIT, Bath	Common Hallway	0.70
305	Third Floor	353	LR, BR, KIT, Bath	Common Hallway	0.67
306	Third Floor	347	LR, BR, KIT, Bath	Common Hallway	0.70
307	Third Floor	355	LR, BR, KIT, Bath	Common Hallway	0.67
308	Third Floor	346	LR, BR, KIT, Bath	Common Hallway	0.70
309	Third Floor	352	LR, BR, KIT, Bath	Common Hallway	0.67
310	Third Floor	350	LR, BR, KIT, Bath	Common Hallway	0.70
311	Third Floor	353	LR, BR, KIT, Bath	Common Hallway	0.67
312	Third Floor	348	LR, BR, KIT, Bath	Common Hallway	0.70
313	Third Floor	354	LR, BR, KIT, Bath	Common Hallway	0.67
314	Third Floor	345	LR, BR, KIT, Bath	Common Hallway	0.70
315	Third Floor	352	LR, BR, KIT, Bath	Common Hallway	0.67
316	Third Floor	348	LR, BR, KIT, Bath	Common Hallway	0.70
317	Third Floor	369	LR, BR, KIT, Bath	Common Hallway	0.67
318	Third Floor	370	LR, BR, KIT, Bath	Common Hallway	0.70
319	Third Floor	460	LR, BR, KIT, Bath	Common Hallway	0.70
320	Third Floor	723	LR, 2BR, KIT, Bath	Common Hallway	1.12

321	Third Floor	307	LR, KIT, Bath	Common Hallway	0.56
322	Third Floor	443	Studio, DR, KIT, Bath	Common Hallway	0.63
323	Third Floor	612	LR, BR, KIT, Bath	Common Hallway	0.87
324	Third Floor	539	LR, BR, KIT, Bath	Common Hallway	0.84
325	Third Floor	596	LR, DR, BR, KIT, Bath	Common Hallway	0.83
326	Third Floor	392	LR, BR, KIT, Bath	Common Hallway	0.71
327	Third Floor	358	LR, BR, KIT, Bath	Common Hallway	0.67
328	Third Floor	377	LR, BR, KIT, Bath	Common Hallway	0.71
329	Third Floor	354	LR, BR, KIT, Bath	Common Hallway	0.67
330	Third Floor	356	LR, BR, KIT, Bath	Common Hallway	0.71
331	Third Floor	548	LR, BR, KIT, Bath	Common Hallway	0.84
332	Third Floor	351	LR, BR, KIT, Bath	Common Hallway	0.71
401	Fourth Floor	734	LR, 2BR, KIT, Bath	Common Hallway	1.12
402	Fourth Floor	462	LR, BR, KIT, Bath	Common Hallway	0.84
403	Fourth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.67
404	Fourth Floor	354	LR, BR, KIT, Bath	Common Hallway	0.70
405	Fourth Floor	352	LR, BR, KIT, Bath	Common Hallway	0.67
406	Fourth Floor	352	LR, BR, KIT, Bath	Common Hallway	0.70
407	Fourth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.67
408	Fourth Floor	350	LR, BR, KIT, Bath	Common Hallway	0.70
409	Fourth Floor	352	LR, BR, KIT, Bath	Common Hallway	0.67
410	Fourth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.70
411	Fourth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.67
412	Fourth Floor	352	LR, BR, KIT, Bath	Common Hallway	0.70
413	Fourth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.67
414	Fourth Floor	352	LR, BR, KIT, Bath	Common Hallway	0.70
415	Fourth Floor	354	LR, BR, KIT, Bath	Common Hallway	0.67
416	Fourth Floor	350	LR, BR, KIT, Bath	Common Hallway	0.70

417	Fourth Floor	366	LR, BR, KIT, Bath	Common Hallway	0.67
418	Fourth Floor	372	LR, BR, KIT, Bath	Common Hallway	0.70
419	Fourth Floor	448	LR, BR, KIT, Bath	Common Hallway	0.70
420	Fourth Floor	365	Studio, KIT, Bath	Common Hallway	0.63
421	Fourth Floor	313	Studio, KIT, Bath	Common Hallway	0.56
422	Fourth Floor	335	Studio, KIT, Bath	Common Hallway	0.63
423	Fourth Floor	612	LR, BR, KIT, Bath	Common Hallway	0.87
424	Fourth Floor	538	LR, BR, KIT, Bath	Common Hallway	0.84
425	Fourth Floor	599	LR, DR, BR, KIT, Bath	Common Hallway	0.83
426	Fourth Floor	380	LR, BR, KIT, Bath	Common Hallway	0.71
427	Fourth Floor	356	LR, BR, KIT, Bath	Common Hallway	0.67
428	Fourth Floor	379	LR, BR, KIT, Bath	Common Hallway	0.71
429	Fourth Floor	353	LR, BR, KIT, Bath	Common Hallway	0.67
430	Fourth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.71
431	Fourth Floor	549	LR, BR, KIT, Bath	Common Hallway	0.84
432	Fourth Floor	356	LR, BR, KIT, Bath	Common Hallway	0.71
501	Fifth Floor	738	LR, 2BR, KIT, Bath	Common Hallway	1.12
502	Fifth Floor	458	LR, BR, KIT, Bath	Common Hallway	0.84
503	Fifth Floor	354	LR, BR, KIT, Bath	Common Hallway	0.67
504	Fifth Floor	354	LR, BR, KIT, Bath	Common Hallway	0.70
505	Fifth Floor	356	LR, BR, KIT, Bath	Common Hallway	0.67
506	Fifth Floor	354	LR, BR, KIT, Bath	Common Hallway	0.70
507	Fifth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.67
508	Fifth Floor	354	LR, BR, KIT, Bath	Common Hallway	0.70
509	Fifth Floor	353	LR, BR, KIT, Bath	Common Hallway	0.67
510	Fifth Floor	356	LR, BR, KIT, Bath	Common Hallway	0.70
511	Fifth Floor	355	LR, BR, KIT, Bath	Common Hallway	0.67
512	Fifth Floor	351	LR, BR, KIT, Bath	Common Hallway	0.70

513	Fifth Floor	353	LR, BR, KIT, Bath	Common Hallway	0.67
514	Fifth Floor	352	LR, BR, KIT, Bath	Common Hallway	0.70
515	Fifth Floor	350	LR, BR, KIT, Bath	Common Hallway	0.67
516	Fifth Floor	351	LR, BR, KIT, Bath	Common Hallway	0.70
517	Fifth Floor	366	LR, BR, KIT, Bath	Common Hallway	0.67
518	Fifth Floor	375	LR, BR, KIT, Bath	Common Hallway	0.70
519	Fifth Floor	478	LR, BR, KIT, Bath	Common Hallway	0.70
520	Fifth Floor	547	LR, BR, KIT, Bath	Common Hallway	0.80
521	Fifth Floor	587	LR, BR, KIT, Bath	Common Hallway	0.83
522	Fifth Floor	491	LR, DR, BR, KIT, Bath	Common Hallway	0.88
523	Fifth Floor	629	LR, BR, KIT, Bath	Common Hallway	0.87
524	Fifth Floor	540	LR, BR, KIT, Bath	Common Hallway	0.84
525	Fifth Floor	700	LR, BR, KIT, Bath	Common Hallway	0.83
526	Fifth Floor	381	LR, BR, KIT, Bath	Common Hallway	0.71
527	Fifth Floor	347	LR, BR, KIT, Bath	Common Hallway	0.67
528	Fifth Floor	381	LR, BR, KIT, Bath	Common Hallway	0.71
529	Fifth Floor	348	LR, BR, KIT, Bath	Common Hallway	0.67
530	Fifth Floor	357	LR, BR, KIT, Bath	Common Hallway	0.71
531	Fifth Floor	552	LR, BR, KIT, Bath	Common Hallway	0.81
532	Fifth Floor	358	LR, BR, KIT, Bath	Common Hallway	0.71
601	Sixth and Seventh Floors	643	LR, 2BR, KIT, 1 1/2 Bath	Common Hallway	1.22
602	Sixth and Seventh Floors	1,014	LR, 3BR, KIT, 1 1/2 Bath	Common Hallway	1.40
603	Sixth and Seventh Floors	651	LR, 2BR, KIT, 1 1/2 Bath	Common Hallway	1.22
604	Sixth and Seventh Floors	780	LR, 3BR, KIT, 1 1/2 Bath	Common Hallway	1.33

605	Sixth and Seventh Floors	634	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
606	Sixth and Seventh Floors	637	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
607	Sixth and Seventh Floors	645	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
608	Sixth and Seventh Floors	641	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
609	Sixth and Seventh Floors	643	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
610	Sixth and Seventh Floors	633	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
611	Sixth and Seventh Floors	636	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
612	Sixth and Seventh Floors	639	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
613	Sixth and Seventh Floors	642	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
614	Sixth and Seventh Floors	641	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
615	Sixth and Seventh Floors	638	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
616	Sixth and Seventh Floors	647	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
617	Sixth and Seventh Floors	645	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
618	Sixth and Seventh Floors	634	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
619	Sixth and Seventh Floors	625	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
620	Sixth and Seventh Floors	633	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22

621	Sixth and Seventh Floors	639	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
622	Sixth and Seventh Floors	637	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22
623	Sixth and Seventh Floors	1,143	LR, 3BR, KIT, 1 ½ Bath	Common Hallway	1.40
624	Sixth and Seventh Floors	641	LR, 2BR, KIT, 1 ½ Bath	Common Hallway	1.22

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