

MASTER DEED
OF
552 MASSACHUSETTS AVENUE CONDOMINIUM

Chester Park Limited Partnership, a Massachusetts limited partnership having a principal place of business at 14 Storrs Avenue, Braintree, Norfolk County, Massachusetts (hereinafter referred to as "Declarant"), being the sole owner of certain premises at 552 Massachusetts Avenue, Boston, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and recording this Master Deed, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, as amended, and to that end we hereby declare and provide as follows:

1. Name

The name of the Condominium shall be the 552 Massachusetts Avenue Condominium.

2. Description of the Land

The land or premises, together with the building and all improvements thereon, which constitute the Condominium are known as 552 Massachusetts Avenue in the South End section of Boston, Massachusetts. The land is described more fully in Exhibit A attached hereto and incorporated herein by reference.

The premises are conveyed subject to and with the benefit of, as the case may be, the easements, encumbrances, restrictions and reservations of record, if any, in force and applicable and are subject to and with the benefit of the rights and easements reserved by the Declarant in this Master Deed.

3. Description of Building

The Condominium consists of one building (the "Building"), which consists of a finished basement and four stories. The principal materials are brownstone and brick and the main roof is rubber.

4. Description of Units and Unit Boundaries

There are six (6) units in the Condominium (the "Units"). The Units of the Condominium and a statement of their locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications are set forth in Exhibit B which is attached hereto and made a part hereof. The Units are shown on the Floor Plans recorded herewith. The boundaries of the Units are described and set forth in Exhibit C which is attached hereto and made a part hereof.

Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and equipment which exclusively serve the individual Unit, whether located in whole or in part within, or without such Unit.

5. Common Areas and Facilities

The Common Areas and Facilities of the Condominium (hereinafter sometimes called "Common Areas or Common Elements") comprise and consist of:

(a) The land described in Exhibit A, together with and subject to all easements, encumbrances, restrictions and appurtenances, if any, of record, and the rights and easements reserved by the Declarant as described in this Master Deed;

(b) All areas of the building not included in any Unit by virtue of the Plans and the definitions set forth herein, including without limiting the generality of the foregoing, to the extent such may exist from time to time:

(1) The foundations, structural members, beams, supports, exterior walls, exterior doors, exterior frames for exterior windows and exterior frames for doors leading from Units to the Common Areas, roof, entrances and exits of the Building, and as described in Exhibit C attached hereto and recorded herewith;

(2) The entrances, entrance halls, hallways serving more than one Unit, the mailboxes and other facilities in such hallways, outdoor stairs and fire escapes, basement area which is not part of a Unit, basement stairway, and all improvements thereto, equipment and fixtures therein, and the other features and facilities thereof;

(3) All conduits, ducts, pipes, plumbing, wiring, chimneys, flues, electric meters, and all sewer and drainage pipes, and sewer disposal systems located without the Units (except those which serve a single Unit only) and all such facilities located within any Unit that serve part of the condominium other than the Unit within which such facility is contained. The right and easement to use the same are granted to the Unit Owners and shall be included as part of the Common Areas and Facilities;

(c) The installation of central services such as heat, electric power, gas, hot and cold water, fire protection system, but not including equipment contained within and servicing a single Unit. All other elements and features of the condominium property, however designated or described excepting only the Units themselves as herein defined and described, and all other items, listed as Common Areas and Facilities in Chapter 183A of the Massachusetts General Laws and located on the property and not referred to herein.

In addition to and not in limitation of the rights of the Units owners as elsewhere herein set forth and as provided in Chapter 183A, the owner(s) of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner(s) of all other Units and subject to the like rights and easements appurtenant to such other Units, to use the Common

Areas and Facilities, subject always, however, to the exclusive rights reserved herein, and the rules and regulations promulgated by the Trustees from time to time.

All Exclusive Easement Areas and Exclusive Parking Areas are a part of the Common Areas and Facilities of the Condominium and subject to regulation by the Condominium Trust, which regulation shall not be inconsistent with exclusive rights and easements granted as aforesaid by the Declarant. As provided in the Condominium Trust, repair and maintenance of the Common Areas and Facilities, except to the extent otherwise provided in this Master Deed or the Trust and By-laws, shall be the responsibility of the Condominium Trustees, and the cost shall be assessed as a common expense.

6. Exclusive Easement Areas

It is hereby provided that the owners of the Units specified shall have the exclusive easement and right to use the area or facility herein designated with respect to each Unit:

Unit 1: The terrace area to the rear of the Unit and the patio area shown on the Plans. The retaining wall around the terrace area shall not be part of the exclusive easement area.

Unit 3: The deck adjacent to the Unit as shown on the Plans which are recorded herewith.

Unit 6: The deck adjacent to the Unit as shown on the Plans which are recorded herewith.

Additionally, the Owner of Unit 4 shall, if approval is received from the Boston Landmarks Commission, have the exclusive right and easement, as an appurtenance to said Unit, to construct, use and replace a deck on the roof to the rear of the Unit over a portion of Unit 3. The area where the deck can be placed is shown on the Plans. The Owner shall have, as an appurtenance to said Unit, the right to convert a window into a door and cut an enlarged opening into the rear wall of the Building to accommodate said door. The opening and the door shall be subject to reasonable approval by the Trustees in terms of size and materials. The Owner shall comply with all laws, codes and rules and regulations regarding construction, including all municipal regulations. All work shall be conducted at the expense and risk of the Owner of Unit 4.

The Owner of Unit 6 shall, if approval is received from the Boston Landmarks Commission, have the exclusive right and easement, as an appurtenance to said Unit, to construct, use and replace a deck on the roof above the Unit. The area where the deck can be placed is shown on the Plans. The Owner shall comply with all laws, codes and rules and regulations regarding construction, including all municipal regulations. All work shall be conducted at the expense and risk of the Owner of Unit 6.

Maintenance of an area for which the owner of a Unit has an exclusive easement or right to use is governed by sub-Sections 5.2.2 and 5.2.3 of the Condominium Trust and By-laws.

The grant of the exclusive easements shall not be substantially modified or amended without the written consent of the Unit Owner granted said easement.

7. Parking

There is a parking area to the rear of the Building as shown on the Plans recorded herewith. Three parking spaces are shown on the Plans.

At the time of recording of this Master Deed, municipal approval has not been received for parking spaces. Such approval, if received, may be for three or fewer spaces. The number of parking spaces shall be no greater than the number for which approval is received. Declarant reserves the right to pursue municipal approval for the spaces even after conveying all units in the Condominium. Until such approval is granted or denied, Declarant reserves the right to grant licenses to Unit Owners or occupants to park in the spaces.

The Declarant reserves to itself all rights in and to the parking spaces, including but not limited to the exclusive right to use the parking spaces and from time to time to lease or license the parking spaces and the right to grant an exclusive easement and right to the parking spaces to one or more of the Unit Owners either in unit deeds or by separate instruments. Any Unit Owner who receives an exclusive parking easement shall have the right to convey such easement, but only to another Unit Owner in the Condominium. The holder of an exclusive parking easement may rent or lease the parking space, but only on a month-to-month basis. The easement is subject to the easement of Unit Owners and occupants to pass on foot across parking spaces around vehicles parking therein.

The maintenance of the parking area shall be a common expense but the cleaning and removal of snow and ice from a particular parking easement shall be the obligation of the owner of the easement.

The acceptance of an easement by a Unit Owner shall operate as an acknowledgment that said Owner has read and understands this Section of the Master Deed and releases the Declarant from any claim relating to the easement being non-exclusive or less than represented.

All parking easements shall be subject to the terms, conditions and provisions set forth in this Master Deed and the Declaration of Trust and By-laws, as well as Rules and Regulations of the Condominium as the same may be amended from time to time.

8. Determination of Percentage Interest in Common Areas and Facilities

The owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages set forth in Exhibit C attached hereto for each Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof

bears to the aggregate fair value of all the Units on this date. The Common Areas and Facilities, including those common areas to which certain Units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of 552 Massachusetts Avenue Condominium Trust and the By-Laws set forth therein or adopted pursuant thereto.

9. Floor Plans

The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law and showing exclusive easements are recorded herewith.

10. Purpose of Units

The purposes for which the building and the Units and other facilities are intended to be used are as follows:

The Units shall be used for residential purposes only (including limited home office use in which no signs or advertising are employed and where the visitation of business associates, clients and/or the general public is infrequent).

No Unit shall be occupied by more than the number of persons obtained by multiplying the number of bedrooms in the Unit as stated as Exhibit B times two. For purposes of this provision, Unit 2 will be considered to have one bedroom.

11. Restrictions on Use of Units

The restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the Common Areas and Facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupancy of any other Unit. It is hereby understood no Unit Owner shall make or permit any disturbing noises by him/herself, his/her family, servants, employees, agents, visitors, lessees and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. All Units shall be used in accordance with and subject to the Rules and Regulations as may be in effect from time to time.

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 10 and 11 hereof, and may modify, remove and install 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 by persons with Builders and Workman's Compensation Insurance, pursuant to a building permit duly issued (if required by law) and pursuant to plans and specifications which have been submitted to and approved in writing by the Trustees of The Condominium Trust, which

approval shall not be unreasonably withheld or delayed. Such work shall occur only from the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday.

(c) In order to preserve the architectural integrity of the building and the Units, without modifications, and without limiting the generality thereof, without the prior written consent of the Trustees, no balcony, awning, screen, antenna, sign, (except as provided herein) banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change of the Common Area or any Exclusive Use Area shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided however, that the provisions of this subparagraph shall not restrict the right of owners to decorate the interior of their Units. Provided further, that Units without central air conditioning may install window air conditioning units during the air conditioning season.

(d) The limitations on use and restrictions set forth in Sections 10 and 11 hereof shall be for the benefit of the owners of the Units and the Trustees of 552 Massachusetts Avenue Condominium Trust as the persons in charge of the Common Elements, shall be enforceable by the Trustees or by one or more of the Unit Owners, and shall, insofar as permitted by law, be perpetual; and, to that end, may be extended by the Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. In addition to all remedies available by law, the Trustees may enforce these restrictions by imposing fines.

No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her ownership thereof. The restrictions may be implemented and further defined by the Trustees, or waived by the Trustees, at their option.

(e) All leases or rental agreements for the Units shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium. No Unit estate may be leased or rented for a period of less than six months. All tenancies must be specifically made in writing, subject to this Master Deed, the Condominium Trust, and By-Laws and all rules and regulations issued thereunder and shall provide that any failure to comply with the terms of such documents shall be a default thereunder. All leases shall be for the entire Unit and shall include a copy of the Rules and Regulations as an attachment. The Trustees may adopt rules about prior approval for proposed tenants. The foregoing provisions, however, shall not apply to leasing of Units by Declarant, who shall be allowed to lease to tenants at will, and to sub-divide and lease parts of Units to unrelated tenants.

(f) All maintenance and use by owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and building.

(g) No illegal activity shall be carried on in any Unit, or in the Common Elements. The Unit Owners shall observe strictly all applicable laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction.

12. Amendments

- (a) This Master Deed may be amended by an instrument in writing:
- (i) approved by the Unit Owners entitled to not less than sixty-seven (67%) percent of the undivided interest in the Common Areas and Facilities; and
 - (ii) signed by a majority of the Trustees of the Condominium Trust, who certify within the amendment that owners entitled to at least sixty-seven (67%) percent of the undivided interest in the Common Areas and Facilities approved the Amendment; and
 - (iii) duly recorded with the Suffolk Registry of Deeds,

PROVIDED, HOWEVER, that:

- (iv) the date on which any such instrument is first signed shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date; and
 - (v) 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 owners of the Unit so altered; and
 - (vi) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas to which any Unit is entitled shall be of any force or effect unless it has been signed by the owners of the Unit so altered and unless the same has been assented to in compliance with Paragraph 21 hereof, and
 - (vii) 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, as amended, of the General Laws of Massachusetts shall be of any force or effect (but all other portions thereof shall be of full force and effect); and
 - (viii) no instrument of amendment affecting any Unit in a manner which eliminates, impairs, or otherwise adversely affects any rights special to the Declarant shall be of any force or effect unless the same is also signed by the Declarant or any successor to the Declarant's interest in the condominium.
- (b) Notwithstanding anything herein contained to the contrary, the Declarant reserves for itself and any successors to the Declarant's interest in the Condominium, which right shall

terminate at such time as the Declarant or its successor in interest to the building conveys out the last Unit Deed, the right and power to record a special amendment ("Special Amendment") to the Master Deed or the Condominium Trust at any time and from time to time which amends the Master Deed or the Condominium Trust (i) to comply with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association or the Department of Housing and Urban Development, or any other governmental agency which performs functions similar to those currently performed by such entities; (ii) to induce any such agency to make, purchase, sell, insure or guarantee first mortgages for the Units; (iii) to meet the requirements of any governmental or quasi-governmental body or agency; (iv) to correct clerical or typographical errors or cure any ambiguity, inconsistency or formal defect or omission in the Master Deed or any exhibit or plan thereto or to the Condominium Trust, or any document required to carry out Declarant's rights herein, including but not limited to paragraph 23; or (v) is appropriate to carry out any of Declarant's reserved rights hereunder. In furtherance of the foregoing, each Unit Owner hereby constitutes and appoints, and by the acceptance and recording of the deed to its Unit shall thereby again constitute and appoint, the Declarant as its attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

13. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is 552 Massachusetts Avenue Condominium Trust which is dated the same day as this Master Deed and which is recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentages of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed. The names and addresses of the original and present Trustees, so designated in the Declaration of Trust, are:

Douglas J. White
Jill K. McCarthy-Stoll
14 Storrs Avenue
Braintree, MA 02184

14. Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of 552 Massachusetts Avenue Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all 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 of conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

15. 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, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the Common Areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

16. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units serving his or her 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 Elements serving such other Units located in such Unit.

The Trustees shall have a limited right of access to each Unit for the comfort, convenience, and safety of Unit Owners for purposes of operation, inspection, protection, maintenance, repair and replacement of Common Areas and Facilities and correction, termination, and removal of acts or things that interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provision hereof, provided however such access shall be at reasonable times, except for emergencies which would therefore allow the Trustees access to the Units to inspect or repair the same, to remove violations therefrom and to make emergency repairs as provided for in Chapter 183A. The Trustees shall have access to roof areas through Unit 6 as provided in the preceding sentence.

17. Invalidity

The invalidity of any provision 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.

18. 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 violation or breaches which may occur.

19. 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.

20. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions herein conflict with the provisions of the statute, the provisions of the statute shall control. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

21. Provisions for the Protection of Mortgagees

Notwithstanding any other provisions of this Master Deed or in the Condominium Trust ("Condominium Trust") and By-Laws, the following provisions shall apply to the extent required to qualify the Units of the Condominium for Unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") and shall be enforceable by the holders of first mortgages of record:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium 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;
- (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 acquire by the First Mortgagee through the procedures described in subparagraphs ii) and iii) 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 right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Except as provided in Chapter 183A, Section 6, (including without limitation the Common Areas "Superlien" effectuated by Chapter 400 of the Acts of 1992) any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or assessments or charges which accrued prior to the acquisition of title to such Unit by such First Mortgagee; and any lien of the Condominium Trust for common expenses or assessments or other charges 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 due and payable prior to such sale or transfer.

(d) Except as provided in Chapter 183A, Section 6, (including without limitation the Common Areas "Superlien" effectuated by Chapter 400 of the Acts of 1992) all liens of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recording of any First Mortgage shall be subordinate to that mortgage. In addition, any fees, late charges, fines, or interest that may be levied by the Trust in connection with unpaid assessments shall be subordinate to a prior recorded First Mortgage. However, liens perfected as provided in Chapter 183A, Section 6 shall have priority over all mortgages of record.

(e) Except as provided herein or in the Condominium Trust with regard to the subdividing or altering the layout of the Units, if specifically provided for herein, or by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium unless at least sixty-seven (67%) percent of the lenders which are holders of first mortgages on the individual Units in the Condominium (based upon the percentage interest of the Unit secured by the subject mortgage), have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:

- (i) by 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: (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 Areas and Facilities; or
- (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, provided that the granting of easements for 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 holders of first mortgages of record shall be required pursuant to this clause; or
- (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

(f) Consistent with the provisions of Chapter 183A, 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 the Condominium as a whole.

(g) In no event shall any provision of this Master Deed or the Condominium Trust 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.

(h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

- (i) written notification from the Trustees of the Condominium Trust 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 Condominium Trust which is not cured within sixty (60) days;
- (ii) inspect all books and records of the Condominium Trust at all reasonable times;
- (iii) receive an annual financial statement of the Condominium Trust within one hundred twenty (120) days following the end of any fiscal year of the Condominium Trust prepared at such mortgagee's expense;
- (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all meetings;
- (v) receive prompt written notification from the Trustees of the Condominium Trust 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; and
- (vi) receive timely written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust.

(i) No agreement for professional management of the Condominium or any contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

(j) Any First Mortgage Holder that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request by certified mail by the Trustees for approval of any non-material addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in the request. An affidavit by the Trustees recorded

at the Suffolk Registry of Deeds shall be conclusive as to the facts therein set forth as to all parties and may be relied upon by third parties.

(k) In addition to the provisions herein, unless the Unit Owners holding at least sixty-seven (67%) of the percentage interest in the Common Areas and Facilities and at least fifty-one (51%) percent of the Holders of first mortgages of record have given their prior approval, no amendment to the Master Deed shall be adopted which would make any material change (i.e. other than amendments by way of correcting technical errors or clarifications) with respect to any of the following matters:

- (i) voting rights;
- (ii) assessments, assessment liens or the priority of assessment liens;
- (iii) reductions in reserves for maintenance, repair and replacement of Common Areas;
- (iv) responsibility for maintenance and repair;
- (v) convertibility of Units into Common Areas or vice versa;
- (vi) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium premises;
- (vii) hazard or fidelity insurance requirements;
- (viii) imposition of any restrictions on leasing of Units;
- (ix) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (x) a reallocation of interests in the general or limited common elements, or rights to their use;
- (xi) restoration or repair of the Condominium premises (after a casualty or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;
- (xii) any action to terminate the Condominium after substantial destruction or condemnation occurs;
- (xiii) any provisions that expressly benefit holders, insurers or guarantors of Unit mortgages; and
- (xiv) redefinition of any Unit boundaries.

(l) The Declarant intends that the provisions of this Paragraph 21 and all other provisions of this Master Deed shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention, except as otherwise required by the provisions of Chapter 183A.

(m) The provisions of this Paragraph 21 may not be amended or rescinded without the consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Suffolk Registry of Deeds in accordance with the requirements herein, except for an amendment to bring this Paragraph into compliance with changed FNMA or FNLMC requirements.

22. Arbitration

In the event that any Unit Owner shall by notice in writing to the Trustees dissent from any determination of the Trustees and such dispute shall not be resolved within fifteen days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration. The arbitrator shall be a professional in the field of dispute, or, if there is a dispute about the arbitrator selected, shall be selected from the list of arbitrators provided through the local American Arbitration Association or from a list of attorneys who are members of the New England Chapter of Community Associations Institute. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association (unless waived by the parties).

This Section shall not apply to the assessment or collection of a common expense or any charge collectible as a common expense under Chapter 183A.

23. Unit 1

The Declarant reserves to itself so long as it is the Owner of Unit 1 the right to divide Unit 1 into two Units, to be designated Unit 1 and Unit 1A. The right is conditioned upon the Declarant obtaining a variance from the Board of Appeal of City of Boston permitting seven units in the Condominium.

Declarant shall accomplish the legal division by recording an Amendment to this Master Deed describing the Units as divided and their percentage interests in the common areas and facilities, accompanied by an Amendment to the Floor Plans showing Units 1 and 1A. Said Amendment shall not require the consent of any other Unit Owners or any of the Trustees of the Condominium Trust.

If Declarant does not divide Unit 1, Declarant shall have the right to do such work and physical alteration of the Unit as Declarant considers appropriate to use the Unit as a single Unit, including removal of walls, redesignation of rooms and the like. All such work shall be done in a good and workmanlike manner.

The provisions of this Paragraph 23 shall take precedence over any inconsistent provision of this Master Deed, including those of Paragraph 21.

IN WITNESS WHEREOF, the undersigned, has caused this Master Deed to be duly executed, sealed and delivered on _____, 1999.

Chester Park Limited Partnership
By its General Partners

Clifford Boyle

Robert Saunders

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

,1999

Then personally appeared the above-named Clifford Boyle and Robert Saunders, and acknowledged the foregoing instrument to be their free acts and deeds on behalf of Chester Park Limited Partnership, before me,

Notary Public
My Commission Expires:

552 MASSACHUSETTS AVENUE CONDOMINIUM

EXHIBIT A

The land in said Boston with buildings thereon being numbered 552 on Massachusetts Avenue and bounded and described as follows:

- NORTHWESTERLY by Lot 47 on a plan hereinafter referred to, 100 feet;
- NORTHEASTERLY by Springfield Street, 25 feet;
- SOUTHEASTERLY by Lot 43 on said plan, 100 feet;
- SOUTHWESTERLY by Massachusetts Avenue, formerly Chester Square, 25 feet;

Containing 2500 square feet of land, more or less as shown as lot 45 on a plan entitled, "A Plan of City Lands to be sold October 30, 1850" and recorded with Suffolk Deeds at the end of Book 615. The Northwesterly and Southeasterly lines in the foregoing description run through the center of brick partition walls.

For Declarant's title see deed from Church of the HolyWord, Inc. dated January 8, 1983, and recorded with Suffolk County Registry of Deeds in Book 10858, Page 107.

552 MASSACHUSETTS AVENUE CONDOMINIUM

EXHIBIT B

Unit 1

This Unit is located entirely on the basement floor of the Building and contains a living room including a dining area, bedrooms, kitchen and bath. The Unit has access to the Common Elements via a front door to the basement common entry and a rear door to the terrace.

Approximate Area in Square Feet:	1175
Percentage Interest:	23.0

Unit 2

This Unit is located entirely on the front portion of the Building and contains a living area, a kitchen and a full bathroom. The Unit has access to the Common Elements via a door to the first floor common hallway of the Building.

Approximate Area in Square Feet:	375
Percentage Interest:	7.5

Unit 3

The Unit is located entirely on the rear portion of the first floor of the Building. It contains a living room including a dining area, two bedrooms, kitchen and bath. The Unit has access to the Common Elements via a door to the first floor common hallway of the Building and a rear deck.

Approximate Area in Square Feet:	780
Percentage Interest:	15.5

Unit 4

This Unit is located entirely on the second floor of the Building. It contains a living room including a dining area, a kitchen, bathroom and three bedrooms. The Unit has access to the Common Elements by a doorway to the second floor common hallway of the Building.

Approximate Area in Square Feet:	870
Percentage Interest:	17.5

Unit 5

The Unit is located entirely on the third floor of the Building. It contains a living room including a dining area, kitchen, three bedrooms and bathroom. The Unit has access to the Common Elements by a doorway to the third floor common hallway.

Approximate Area in Square Feet:	885
Percentage Interest:	17.5

Unit 6

The Unit is located entirely on the fourth floor of the Building. It contains a living room including a dining area, kitchen, three bedrooms and bathroom. The Unit has access to the Common Elements by an entrance and stairs at third floor and via a rear deck.

Approximate Area in Square Feet:	945
Percentage Interest:	19.0

552 MASSACHUSETTS AVENUE CONDOMINIUM

EXHIBIT C

The Unit dimensions shown on the Plans extend to interior wall surfaces but, as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs.

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

- (1) Floors: the plane of the upper surface of the subflooring.
- (2) Ceilings: the plane of the lower surface of the ceiling joist.
- (3) Building Walls: the plane of the surface facing such Unit of the wall studs; with respect to brick walls which are exposed as of the date hereof, the surface of the brick wall facing the interior of the Unit.
- (4) Doors and Windows: as to doors providing access and egress to the Unit, the plane of the exterior surface thereof; and as to windows and doors containing glass, the planes of the exterior surfaces of the window glass and frames; on those windows having storm windows, the exterior of the storm windows and frames.
- (5) Fireplaces: fireplaces and flues located within chimneys are a part of the Unit served by such fireplace and flue. Chimneys are part of the common areas and facilities.

*Conflicts w
5(b)(3)*