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Attested hereto
Francis M. Roache
Register of Deeds

MOTHER BROOK CONDOMINIUM

One Westinghouse Plaza
Boston, Massachusetts

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

Reference is hereby made to that certain Master Deed, dated July 12, 2006 and recorded on July 13, 2006 with the Suffolk District Registry of Deeds (the "Registry") in Book 39983, Page 289 (the "Original Master Deed"), which Original Master Deed established, pursuant to Massachusetts General Laws Chapter 183A, the Mother Brook Condominium.

Reference is hereby further made to that certain Amended and Restated Master Deed, dated December 23, 2009 and recorded on January 11, 2010 with the Registry in Book 45948, Page 170, as amended by that certain First Amendment to Amended and Restated Master Deed dated as of July 20, 2011 and recorded on July 25, 2011 with the Registry in Book 48183, Page 120 (the "Restated Master Deed"), which Restated Master Deed amended and restated the Original Master Deed.

WHEREAS, capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Restated Master Deed, and

WHEREAS, pursuant to Article 14 of the Restated Master Deed, Declarant reserved certain Development Rights including, *inter alia*, the right to convert one or more of the Limited Common Area Buildings, or any portion thereof, to one or more Units, which Development Rights may be exercised by Declarant without the consent of any Unit Owner or any Mortgagee; and

WHEREAS, pursuant to Section 7.3 of the Restated Master Deed, Declarant has the right to create additional parking spaces on the Land (specifically excluding any portion of the Land designated as a Limited Common Element appurtenant to any Unit not owned by Declarant) by the recording of an amendment to the Restated Master Deed with the Registry, together with a revised Site Plan (to the extent required by Chapter 183A) and, from and after the date of such recording, the Condominium shall also include those additional parking spaces as if the same had been included pursuant to the Restated Master Deed; and

WHEREAS, in accordance with said Article 14 and said Section 7.3, Declarant desires to convert certain Limited Common Area Buildings to Units and to create certain additional parking spaces on the Land, all as more particularly set forth below and on the amended Floor Plans and Site Plan recorded herewith.

(14) Plan 2011 Page 309
Book

127818-4
BONACCORSO + ASSOCIATES
131 DARTMOUTH STREET SUITE 501
BOSTON MA 02176

ONE WESTINGHOUSE PLAZA, HYDE PARK, BOSTON, MA

NOW THEREFORE, the Restated Master Deed is hereby amended in accordance with the provisions of said Article 14, Section 7.3 and Section 9.3 of the Restated Master Deed as follows:

1. The Restated Master Deed, as amended by this Second Amendment, is referred to herein as the "**Master Deed**."

2. Notwithstanding anything to the contrary contained in the Master Deed, all references to "**Floor Plans**" therein shall mean and refer to the set of plans for the Condominium entitled "Mother Brook Condominiums, Hyde Park, MA," prepared by TKG Khalsa Design Inc., dated July 12, 2006, consisting of four (4) sheets, recorded with the Registry in Plan Book 2006, Page 644, as amended by the set of plans entitled "Westinghouse Plaza, Damon Place, Boston, MA" prepared by Conyngham Associates Architects, dated January 7, 2009, consisting of eleven (11) sheets, recorded with the Registry in Plan Book 2009, Page 8, and as further amended by the set of plans entitled "Mother Brook Condominium, Westinghouse Plaza, Damon Place, Boston, MA," prepared by Conyngham Associates Architects, certified as of September 15, 2011, consisting of five (5) sheets, recorded with the Registry concurrently with this Second Amendment.

3. Notwithstanding anything to the contrary contained in the Master Deed, all references to "**Site Plan**" therein shall mean and refer to the plan entitled "Condominium Site Plan, Boston (Hyde Park), Mass.," prepared by Harry R. Feldman, Inc., dated June 14, 2006, recorded with the Registry in Plan Book 2006, Page 644, as amended by the plan entitled "Condominium Site Plan, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated December 4, 2008, certified on January 6, 2009, and recorded with the Registry in Plan Book 2009, Page 8, as further amended by the plan entitled "Condominium Site Plan, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated July 12, 2011, and recorded with the Registry as Plan 254 of 2011, as further amended by plans entitled "Condominium Site Plan, Mother Brook Condominium, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated September 12, 2011, consisting of eight (8) sheets, recorded with the Registry concurrently with this Second Amendment.

4. The Restated Master Deed is hereby further amended by deleting the definition of "**Building A**" from Article 4 thereof and replacing it with the following:

"**Building A**" is a four (4) story brick building with a rubber roof, containing approximately 38,777 square feet, and is shown as "Building A" on the Site Plan. Building A contains Unit 7, as more particularly described in Article 5.

5. The Restated Master Deed is hereby further amended by deleting the definition of "**Building D**" from Article 4 thereof and replacing it with the following:

"**Building D**" is a two (2) story brick building with a rubber roof, containing approximately 107,628 square feet, and is shown as "Building D" on the Site Plan. Building D contains a portion of

Unit 4 and the entirety of Unit 8, as more particularly described in Article 5.

6. The Restated Master Deed is hereby further amended by deleting the sentence "Building A, the portion of Building D which does not contain Unit 4, Building E, the Power House and the Garage are sometimes hereinafter collectively referred to as the "Limited Common Area Buildings" from Article 4 thereof and replacing it with the following:

The Building E, the Power House and the Garage are sometimes hereinafter collectively referred to as the "Limited Common Area Buildings."

7. The Restated Master Deed is hereby further amended by deleting the first sentence of Section 5.1 therefrom and replacing it with the following:

As more fully described in this Article 5 and as depicted on the Plans, the Condominium is comprised of the following eight (8) Units: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7 and Unit 8.

8. The Restated Master Deed is hereby further amended by adding the following Section 5.2.7 and Section 5.2.8 thereto:

Section 5.2.7. Description of Unit 7. Unit 7 is a four (4) story condominium unit consisting of the entirety of Building A. Unit 7 contains approximately 38,777 square feet of floor area, as shown on the Floor Plans. The boundaries of Unit 7 are the exterior surfaces (including the exterior surfaces of the exterior walls, roof, windows and exterior doors) of Building A and the outside plane of the concrete foundation of Building A, it being the intent that Building A be maintained and repaired as completely as possible by the owner of Unit 7. All areas and facilities that are specifically included as part of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 7.

Section 5.2.8. Description of Unit 8. Unit 8 is a condominium unit consisting of the portion of Building D shown on the Floor Plans as Unit 8, consisting of two (2) above-ground floors (the "Unit 8 Portion of Building D"). Unit 8 contains approximately 78,314 square feet of floor area in the aggregate, as shown on the Floor Plans. The boundaries of Unit 8 are (i) the exterior surfaces of the exterior walls comprising the Unit 8 Portion of Building D; (ii) the exterior surfaces of the windows and exterior doors located in the Unit 8 Portion of Building D; (iii) the exterior surface of the roof directly above the Unit 8 Portion of Building D; (iv) the

outside plane of the concrete foundation of the Unit 8 Portion of Building D; and (v) the plane described by the surfaces, on the Unit side, of the studs serving as the framework of each wall separating Unit 8 from any other Unit. It is the intent hereof that, except as otherwise expressly set forth herein, the maintenance, repair and replacement of the Unit 8 Portion of Building D and the cost of such maintenance, repair and replacement be the sole responsibility of the Unit Owner of Unit 8. Notwithstanding anything to the contrary contained herein, it is the intent hereof that the structural portions of any wall separating Unit 8 from any other Unit (or any Limited Common Area Building) and the cost of such maintenance, repair and replacement be shared equally by the Unit Owner of Unit 8 and the Unit Owner(s) of such other Unit(s) (or the Unit Owner of the Unit to which such Limited Common Area Building is appurtenant). All areas and facilities that are specifically included as parts of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 8.

9. The Restated Master Deed is hereby further amended by deleting the last two sentences of Section 5.4 therefrom and replacing them with the following:

Furthermore, subject to the forgoing, the Unit Owner of Unit 1 shall have the right and easement in, to, over, under and across the portion of the roof of Unit 2 which is located over the Loading Docks within Unit 2 and an area extending ten feet (10') beyond the Loading Docks, as shown on the Floor Plans, for the installation, operation, use, maintenance, repair, relocation, replacement and removal of heating, ventilating and air conditioning ("HVAC") units now or in the future serving Unit 1, including the right to penetrate said portion of the roof. Any and all work with respect to the exercise by the Unit Owner of Unit 1 of its easement rights hereunder shall be done at the sole cost and expense of the Unit Owner of Unit 1, in a good and workmanlike manner and in compliance with industry standards and all Legal Requirements.

10. The Restated Master Deed is hereby further amended by deleting Section 7.2(d) therefrom and replacing it with the following:

(d) Unit 1 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 1" on the Site Plan, which is appurtenant and allocated exclusively to Unit 1. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 1 in accordance with all Legal Requirements, and all costs and expenses thereof

shall be borne solely by the Unit Owner of Unit 1. The Limited Common Area Exclusive to Unit 1 includes, without limitation, the playground located thereon and seventy (70) Parking Spaces numbered 223-244, 262-287 and 310-331 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3 of the Restated Master Deed, as amended hereby).

11. The Restated Master Deed is hereby further amended by deleting Section 7.2(f) therefrom and replacing it with the following:

Building E, the Power House and the Garage, shown on the Site Plan as the "Limited Common Area Buildings," are appurtenant and allocated exclusively to Unit 3. The Limited Common Area Buildings shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 3 in accordance with the Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 3. The Unit Owner of Unit 3 shall be entitled to use, in common with other Unit Owners, for the benefit of the Common Area Buildings appurtenant to Unit 3, all of the Common Elements, including, without limitation, utility and other service facilities, roadways, driveways and parking areas, necessary to service and operate the same, but specifically excluding those Limited Common Elements specifically appurtenant to other Units.

12. The Restated Master Deed is hereby further amended by adding the following sentence to the end of clause (i) of Section 7.2 thereof:

The Limited Common Area Exclusive to Unit 4 also includes, without limitation, twelve (12) Parking Spaces numbered 125-136 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3 of the Restated Master Deed, as amended hereby).

13. The Restated Master Deed is hereby further amended by adding the following sentence to the end of clause (k) of Section 7.2 thereof:

The Limited Common Area Exclusive to Unit 6 also includes, without limitation, eighty-eight (88) Parking Spaces numbered 1-5, 10-14, 25-62, 64, 65-69, G1-G6 and 89-116 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3 of the Restated Master Deed, as amended hereby).

14. The Restated Master Deed is hereby further amended by adding the following clauses (m) through (p) to Section 7.2 thereof:

(m) Unit 2 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 2" on the Site Plan, which is appurtenant and allocated exclusively to Unit 2. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 2 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 2. The Limited Common Area Exclusive to Unit 2 includes fifty-eight (58) Parking Spaces numbered 173 to 222 and 117-124 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3 of the Restated Master Deed, as amended hereby).

(n) Unit 3 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 3" on the Site Plan, which is appurtenant and allocated exclusively to Unit 3. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 3 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 3. The Limited Common Area Exclusive to Unit 3 includes eight (8) Parking Spaces numbered 165-172 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3 of the Restated Master Deed, as amended hereby). The Limited Common Area Exclusive to Unit 3 also includes the Limited Common Area Buildings and the Limited Common Area appurtenant thereto.

(o) Unit 7 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 7" on the Site Plan, which is appurtenant and allocated exclusively to Unit 7. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 7 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 7. The Limited Common Area Exclusive to Unit 7 includes thirty-nine (39) Parking Spaces numbered 245-261 and 288-309 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3 of the Restated Master Deed, as amended hereby).

(p) Unit 8 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 8" on the Site Plan,

which is appurtenant and allocated exclusively to Unit 8. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 8 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 8. The Limited Common Area Exclusive to Unit 8 includes forty-two (42) Parking Spaces numbered 6-9, 15-24 and 137-164 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3 of the Restated Master Deed, as amended hereby).

15. Notwithstanding anything to the contrary contained in the Master Deed, pursuant to Section 7.3 of the Restated Master Deed, Declarant hereby creates an additional forty-two (42) Parking Spaces on the Land, as shown on the Site Plan. The Restated Master Deed is hereby further amended by deleting the first sentence of Section 7.3 therefrom and replacing it with the following:

There are three hundred thirty-six (336) parking spaces, including nine (9) handicapped parking paces, located on the Land (herein collectively called the "Parking Spaces" and individually, a "Parking Space").

16. The Restated Master Deed is hereby further amended by adding the following language at the end of Article 11 thereof:

The original and present members of the Management Board and the Unit Owners entitled to appoint their successors are as follows:

<u>Position</u>	<u>Name</u>	<u>Successor Appointed By:</u>
President	James Burke	Unit Owner of Unit 2
Treasurer	Andrew Bloch	Unit Owner of Unit 2
Secretary	Marcus DeFlorimonte	Unit Owner of Unit 1
Vice President	Carl Valeri	Unit Owner of Unit 3
Vice President	Michael McNally	Unit Owner of Unit 4
Vice President	James Stearns	Unit Owner of Unit 5
Vice President	Linda Vaccaro	Unit Owner of Unit 6
Vice President	Linda Vaccaro	Unit Owner of Unit 7
Vice President	Linda Vaccaro	Unit Owner of Unit 8

17. The Restated Master Deed is hereby further amended by deleting Exhibit B therefrom and replacing it with the Exhibit A attached hereto.

18. The Restated Master Deed, as amended by this Second Amendment, is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Master Deed and the Unit Owner of Unit 2, Unit 3, Unit 7 and Unit 8, having received the written consent of the Unit Owner of Unit 1, which consent is attached hereto, has set its hand and seal as of this 15th day of September, 2011.

MOTHER BROOK, LLC

By: [Signature]
Harold Brown, its Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 14th day of September, 2011, before me, the undersigned notary public, personally appeared Harold Brown, in his capacity as Manager of Mother Brook, LLC, and proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed.

[Signature]
Notary Public
My commission expires: 9/21/17



MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT TO AMENDMENT OF MASTER DEED

I, the undersigned Unit Owner of Unit 1 of the Mother Brook Condominium, do hereby consent to the Second Amendment to the Amended and Restated Master Deed and do further authorize and empower the members of the Management Board of the Mother Brook Condominium Association to annex this Consent to said Amendment as if my signature appeared thereon.

Witness my hand and seal as of this 15 day of September, 2011.

ACADEMY OF THE PACIFIC RIM,
a Massachusetts Charter School

By: [Signature]
Name: Susan J. Thompson
Title: Executive Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 15 day of September, 2011, before me, the undersigned notary public, personally appeared Susan Thompson, in his/her capacity as Executive Director of Academy of the Pacific Rim, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as his/her free act and deed.

CITY OF BOSTON

The excise imposed by Chapter 180 of the Acts of 1982 in the amount of \$ 1000.00 has been paid with respect to the 2 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.

[Signature]
Collector-Treasurer

[Signature]
Notary Public
My commission expires: 2/9/18



EXHIBIT A
DESCRIPTION OF UNITS

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET*	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON ELEMENTS TO WHICH UNIT HAS ACCESS	UNIT'S INTEREST IN THE CONDOMINIUM	PARKING EASEMENT
Unit 1	Entirety of Building B, as more particularly shown on the Floor Plans	62,047	N/A	The Land	12.27%	70 reserved Parking Spaces, as shown on the Site Plan
Unit 2	Entirety of Building K, as more particularly shown on the Floor Plans	45,842	N/A	The Land	7.64%	58 reserved Parking Spaces, as shown on the Site Plan
Unit 3	A portion of Building F High Bay, as more particularly shown on the Floor Plans	34,838	N/A	The Land	7.71%	8 reserved Parking Spaces, as shown on the Site Plan
Unit 4	A portion of Building D and the entirety of Building W, as more particularly shown on the Floor Plans	49,604	N/A	The Land	9.08%	12 reserved Parking Spaces, as shown on the Site Plan

Unit 5	A portion of Building F, High Bay and the entirety of Building F Low Bay, as more particularly shown on the Floor Plans	93,687	N/A	The Land	17.14%	N/A
Unit 6	Entirety of Building C, as more particularly shown on the Floor Plans	132,170	N/A	The Land	24.72%	88 reserved Parking Spaces, as shown on the Site Plan
Unit 7	Entirety of Building A, as more particularly shown on the Floor Plans	38,777	N/A	The Land	7.27%	39 reserved Parking Spaces, as shown on the Site Plan
Unit 8	A portion of Building D, as more particularly shown on the Floor Plans	78,314	N/A	The Land	14.30%	42 reserved Parking Spaces, as shown on the Site Plan

*Square footage approximations listed above are based on measurements obtained by the architect who prepared the 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.

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