

UD
25106
98

11234 001

5

SUFFOLK COUNTY REGISTER OF DEEDS
REC'D CHIEF CLERK EXAMINER
11-28-84

MASTER DEED

NOV 1 1 02 PM '84

OF

Oliver A. T...

37 BEACON ST. CONDOMINIUM REGISTER

UD
21717
20

145
159
145
38
UD
1904
UNIT:
22
4
212
20
UD
2505
235

We, JOHN R. GILES and SARAH H. GILES, TRUSTEES OF 37 CAPITOL REALTY TRUST, under Declaration of Trust dated October 31, 1984, and recorded with Suffolk County Registry of Deeds ("Declarant"), being the sole owners of the land together with the building thereon, located at 37 Beacon Street, Boston, Massachusetts, and together with Robert Jacobson, whose consent and joinder is hereto annexed, being the owners of the buildings and improvements thereon, which land and buildings and improvements, are more particularly described in Paragraphs (3) and (4) below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and do hereby state that Declarant proposes to create, and does hereby create, with respect thereto a condominium to be governed by and subject to the provisions of Chapter 183A and to that end, Declarant declares and provides the following:

(1) Name. The name of the condominium shall be 37 BEACON ST. CONDOMINIUM.

(2) Definitions. As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Building" shall have the meaning set forth in Paragraph (4) hereof.

"Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.

"Common Elements" shall mean the common areas and facilities of the Condominium as so described and designated in Paragraph (6) hereof.

"Condominium" shall mean the 37 BEACON ST. CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

"Condominium Trust" shall mean the Declaration of Trust of 37 BEACON ST. CONDOMINIUM TRUST of even date to be recorded

50
~~117246~~
213

with the Registry of Deeds herewith and referred to in Paragraph (11) hereof, the names and addresses of the original and present Trustees of which Trust are as follows:

John R. Giles
Unit 1
107 Chestnut Street
Boston, Mass.

Sarah H. Giles
Unit 1
107 Chestnut Street
Boston, Mass.

"Declarant" shall mean John R. Giles and Sarah H. Giles, Trustees of 37 CAPITOL REALTY TRUST, under Declaration of Trust dated October , 1984, and recorded with the Registry of Deeds.

"Improvements" shall mean and include the buildings and other improvements now or hereafter located on the Land.

"Land" shall have the meaning set forth in Paragraph (3) hereof.

"Premises" shall mean the Land and the Improvements.

"Registry of Deeds" shall mean the Suffolk County Registry of Deeds.

"Trustees" shall have the meaning set forth in Paragraph (11) hereof.

"Units" shall mean the residential dwelling units comprising the condominium units of the Condominium.

"Unit Owner" shall mean the owner or owners of a Unit.

Capitalized terms used herein which are defined in the Condominium Trust and which are not specifically defined herein shall have the meaning given to them in the Condominium Trust.

(3) Description of Land. The Land shall include a certain parcel of land located at 37 Beacon Street, Boston, Massachusetts and being more particularly bounded and described on Exhibit 1 annexed hereto and incorporated herein.

(4) Description of Buildings. The buildings on the Land are described on Exhibit 2 annexed hereto and incorporated herein.

(D) In the event of any conflict between the Master Deed and the Condominium Trust, the provisions of the Master Deed shall control.

(5) Description of Units.

(A) The Building contains those Units listed on Exhibit "3" annexed hereto and incorporated herein.

(B) The designation of each Unit in the Building, a statement of its location, approximate area, number and composition of rooms, immediate Common Elements to which it has access, and its proportionate interest in the Common Elements of the Condominium are set forth in Exhibit 3 annexed hereto and incorporated herein.

(C) Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

(D) Each Unit Owner shall have the right, as appurtenant to his Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public streets, yards, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the Common Elements therefor).

(E) Except as hereinbefore otherwise provided, each Unit Owner shall have the right, as appurtenant to their Unit, to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the Common Elements described in Paragraph (6) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any Unit Owner to use other Common Elements in accordance with the intended purposes thereof.

(F) The Condominium Trust, hereinafter described in Paragraph (11), has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform and for other purposes as set forth in Chapter 183A, Section (4), subsection (2).

(G) All exclusive easements appurtenant to a Unit, excluding, however, any exclusive easement of use with respect to a storage bin, shall be conveyed only with the Unit to which said easement is appurtenant and shall not be severable from such Unit.

(H) Units Nos. 63 and 64 together include the space on and above the roof of the building designated "Exclusive Use For Unit 63 & 64" on Sheet 5 of the Floor Plans of the Condominium recorded herewith; Unit No. 65 includes the space on and above the roof designated "Exclusive Use For Unit 65" on said plan; and Unit No. 66 includes the space on and above the roof designated "Exclusive Use For Unit 66" on said plan.

(I) Each Unit shall be subject to rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

(6) Description of the Common Elements. The common areas and facilities of the Condominium (hereinbefore and hereinafter called the "Common Elements") consist of:

(A) The Land together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;

(B) All portions of the Building not included in any Unit by virtue of Paragraph (5) above, including, without limitation, the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, roof and entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;

(ii) The main entranceway, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes, utility areas, and other facilities in such hallways, and the Office adjacent to the Lobby on the first floor, subject to the reservation of use of said Office for ten years to Robert Jacobson, as set forth in deed of said Jacobson to the Declarant dated October , 1984, recorded with Suffolk Registry of deeds;

(iii) Installations of services such as heat, telephone, electric power, gas, hot and cold water, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a single Unit;

(iv) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (iii) 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, as aforesaid;

(C) All land areas, and facilities, and other improved or unimproved areas on the Land and not within any Unit, except that certain portions of the Common Elements may be limited or restricted in terms of use by Declarant;

(D) Such additional common areas and facilities as may be defined in Chapter 183A.

Each Unit Owner shall be entitled to an undivided beneficial interest in the Common Elements in the percentages shown on Exhibit 3 attached to this Master Deed and incorporated herein by reference (hereinafter "Beneficial Interest").

The proportionate interest of the respective Units in the Common Elements has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

The Trustees in their sole and absolute discretion, may designate certain portions of the Common Elements for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust (which are an exhibit to the Condominium Trust).

The use of Common Elements shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, hereinafter referred to in Paragraph (11) hereof and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Chapter 183A as amended.

(7) Floor Plans. The Floor Plans of the Building and the Units therein, together showing the layout of Building, setting forth the Units within the Building, and the Building comprising the Condominium, and depicting the Unit numbers, layout, location and dimensions, main entrance and immediate Common Elements to which each Unit has access, all "as built," and bearing the verified statement of a registered architect, certifying that the plans, taken together, fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units as built are recorded with and made a part of this Master Deed.

Said plans are listed on a schedule annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit 4.

(8) Statement of Purposes. The Units are intended to be used as follows:

(A) All Units shall be used solely for residential purposes. All Units may also be secondarily used for any purposes permitted from time to time by the applicable zoning ordinance, but subject to the restrictions set forth herein, and in the Condominium Trust and the By-Laws.

(B) The following conditions and restrictions shall apply to the tenanting, renting and/or leasing of Units.

(1) Each and every lease, license and/or tenancy agreement must be for the entire Unit (except as provided in Paragraph (C) of Section (15) hereof with respect to additions to Units Nos. 63, and 65, 65 and 66), and must be in writing and be for a term of not less than thirty (30) days.

(2) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;

(3) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Paragraph (8) and Paragraph (9), the Condominium Trust, and the Rules and Regulations and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license, or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraphs (8) and (9) of the Master Deed;

(4) No non-owner occupants shall keep, house or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustees;

(5) The provisions of the within Paragraph (8) (B) (3) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(C) Notwithstanding the provisions contained in Paragraphs (8) and (9) hereof or anything else contained herein or in Condominium Trust or by By-laws, the Declarant, or any successor to its interest in the Condominium, including but not limited to mortgagees and assignees but excluding those purchasing individual Units, hereby reserve(s) the right, until all of the Units have been sold by Declarant or such successor, to:

(i) lease any Units owned by the Declarant;

(ii) use any Units owned by the Declarant as models for display for purposes of selling or leasing of Units or for any other purpose relating to the sale or leasing of Units.

(D) In the event that the Trustees of the Condominium Trust shall install an air-conditioning system in the building, all

appropriate and necessary ducts and leads shall be extended to Units Nos. 63 and 64, without cost to the Unit Owner thereof, so that the Unit Owner may connect to and use such air-conditioning system.

(E) In the event that individual unit air-conditioners are ever permitted or used in the building, any such unit on the South (Beacon Street) or West (Walnut Street) side of the building shall be so installed that (i) no portion of any such unit extends outward beyond the window sash, and (ii) the entire unit is inside the window screen. This restrictive provision shall be enforceable by all Unit Owners in the condominium, (including specifically, the Unit Owners of Units Nos. 63 and 64).

(F) The use of the Units, Building and/or Common Elements may be further restricted under provisions of the Condominium Trust and Rules and Regulations promulgated pursuant thereto and recorded herewith and both of which are incorporated herein by this reference.

(9) Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of the Trustees pursuant to the provisions thereof:

(A) No Unit shall be used for any purpose not specified in Paragraph (8) above;

(B) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device, and (except as provided in Paragraph (C) of Section (15) hereof with respect to additions to Units Nos. 63, and 64, 65, and 66), no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This Paragraph (9) shall not restrict the right of Unit Owners to decorate and rehabilitate the interiors of their Units as they may desire;

(C) 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 the provisions of Paragraphs (8) and (9) hereof, and may modify, remove and install nonbearing walls lying wholly within such Unit; provided, however, that any and all work with respect to the removal and installation of interior walls or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees.

(D) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust.

(E) The use of the Common Elements may also be restricted under provisions of the Condominium Trust.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable by any Unit Owner or the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

(10) Management and Regulatory Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Condominium Trust. The Condominium Trust establishes an organization of which the Unit Owners shall be members and in which Unit Owners shall have Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements of the Condominium to which they are entitled under this Master Deed.

The Trustees have enacted By-laws which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A (the "By-laws"). The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustees and to mean the trustees or trustee for the time being under the Condominium Trust.

(11) Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more Unit Owners entitled to sixty-seven (67%) percent or more of the Beneficial Interest in the Common Elements, and (b) signed and acknowledged by a majority of the Trustees of the Condominium and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

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

(B) 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;

(C) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall (except as provided in Paragraph (C) of Section (15) hereof with respect to additions to Units Nos. 63, and 64, 65 and 66) be of any force or effect unless the same has been signed by all Unit Owners, and said instrument is recorded as an Amended Master Deed;

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of the holder of a mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;

(E) 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;

(F) Nothing herein shall preclude the exercise by the Unit Owners of Units Nos. 63 and 64, 65 and 66 of the rights conferred upon them by provisions set forth in Paragraph (C) of Section (15) hereof;

(G) No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment, and

(H) The beneficial interest of each Unit of the Condominium shall (except as provided in Paragraph (C) of Section (15) hereof with respect to additions to Units Nos. 63 and 64, 65 and 66) be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall: (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

(12) Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

(A) All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall

comply with, the provisions of: (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-laws, (d) the items affecting the title to and the use of the land, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying such Unit, (3) the Condominium Trust and the By-laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the land are accepted and ratified by such owner, tenant, visitor, servant, 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, and (b) any violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-laws or Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a violation of the duties of the Unit Owner.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and Chapter 183A shall give rise to a cause of action in the Trustees of said Trust and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

(13) Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements located Inside of Units.

Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Building.

(14) Encroachments. If any portion of the Common Elements of the Condominium hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment

11234 011

shall occur hereafter as a result of (a) settling or shifting of the Building, (b) alterations or repairs of the Common Elements made in accordance with the Master Deed or By-laws, or (c) repair or restoration of the Building or a Unit after damage by fire or other casualty or after a taking by reason of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance to the extent of and for the duration of such encroachment.

(15) Right to Combine Units, Erect Partitions Around Stairways, etc.

(A) If at any time the title to any Units which are on the same floor as one another and share a common interior wall as a Unit boundary, is held by the same Unit Owner, then the said Unit Owner shall have the right to open a passage in said common wall to connect the Units directly to one another without first having to obtain the consent for the construction necessary to connect the Units from the Trustees of the Condominium Trust; provided, however, that the work of combining the Units would not jeopardize the soundness or safety of the Building, in which event the Unit Owner would be required to obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work after said Unit Owner first submits written plans and specifications of the proposed work to the Trustees.

(B) If at any time the title to any Units which are located above or below one another are held by the same Unit Owner, then the said Unit Owner shall have the right to construct internal stairways connecting said Units, without having to first obtain the consent for said construction necessary to connect the Units from the Trustees of the Condominium Trust; provided, however, that the work of combining the Units would not jeopardize the soundness or safety of the Building; in which event, the Unit Owner would be required to obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work. The work of constructing said internal stairway shall include opening an area in the Common Elements located between the lower Unit and upper Unit and such structural modification and changes to said flooring as necessary for the construction, safety, and serviceability of the stairway.

(C) As provided in Paragraph (H) of Section (5) hereof, Units Nos. 63 and 64 together include the space on and above the roof of the building designated "Exclusive Use For Unit 63 & 64" on Sheet 5 of the Floor Plans of the Condominium recorded herewith; Unit No. 65 includes the space on and above the roof designated "Exclusive Use For Unit 65" on said plan; and Unit No. 66 includes the space on and above the roof designated "Exclusive Use For Unit 66" on said plan. The Unit Owner of

said Units Nos. 63 and 64, 65 and 66, respectively, shall have the right to construct within the space so allocated exclusively to such Units, respectively, additional residential accommodations of such number and configuration of rooms as such Unit Owner shall determine, and enclosed structures on other portions of the roof space connecting such accommodations to stairs and elevators providing access thereto, all of which shall be owned by the Unit Owner so constructing the same. If and when any such additional residential accommodations are constructed, the Unit Owner who owns the same shall incorporate the same into the Unit to which such space is so exclusively allocated.

With respect to the residential accommodations established in the space designated for Exclusive Use For Unit 63 & 64, it is, provided, however, as follows: (a) said accommodations may be severed and established as a separate Unit, redesignated as Unit 63A, in which event Units 63 and 64 shall be and remain consolidated as a single Unit, redesignated as Unit 64A, or (b) said accommodations may be included with a part or all of the present Unit 63, redesignated as Unit 63A, in which event Unit 64, as the same may thereupon be reconstituted, shall be and remain a separate Unit, redesignated as Unit 64A, and (c) in either event the present aggregate 6.73 percent Beneficial Interest of said Units 63 and 64 shall be allocated between said Units 63A and 64A in such manner as the Owner thereof shall then specify and (d) such redesignation of Units shall be accomplished by an instrument in writing executed by the Unit Owner of said Units Nos. 63 and 64, defining Units 63A and 64A, making the allocation of Beneficial Interest as aforesaid, and accompanied by floor plans of Units 63A and 64A so established, which instrument shall be recorded with Suffolk Registry of Deeds. A similar instrument, accompanied by floor plans, shall be recorded by the Owner of Unit 65 or 66 to effect the incorporation of additional residential accommodations therein as aforesaid.

(D) Unit Owners performing any construction work under this Paragraph of the Master Deed shall: (a) submit the proposed plans to the Trustees for approval, which approval will not be unreasonably withheld or delayed, and secure all appropriate licenses and permits necessary for such work, in the name of the Trustees of the Condominium Trust, at Unit Owner's sole cost and expense; (b) provide contractors and subcontractors insurance, comprehensive public liability insurance, and other appropriate insurances, insuring the said Unit Owner, the Trustees of the Condominium Trust, and other occupants of the Units and the Condominium against personal injury and property damage arising out of said work; (c) perform all construction work in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authorities having jurisdiction thereof, and the insurers of the

11234 013

Condominium; (d) diligently perform all work and perform the work so as to minimize interferences with the peaceful use and possession of the premises by the occupants of the Condominium, and promptly discharge any and all mechanics and materialmen's liens arising from said work and affecting his Unit and shall not permit any such liens from affecting the Common Elements and/or other units.

Any such connecting passageway or stairway structure or stairway enclosure and appurtenant equipment thereto shall be maintained and serviced at the expense of the owners of the Units connected by said passage or stairway, including without limitation the cost of all structural maintenance and repair to the Common Elements of the Condominium arising from said passageway or stairway or stairway enclosure.

(16) Additional Rights for Benefit of Holders of Mortgages.
Declarant and the Unit Owners hereby agree as follows:

(A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a holder of a mortgage to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the 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 holder of a mortgage through the procedures set forth in sub-paragraphs (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a mortgage 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) That any mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(D) That unless at least sixty-seven (67%) percent of holders of first mortgages on the individual Units (based upon one vote for each mortgage owned) of the Condominium have given

their prior written approval, neither the Unit Owners nor the Trustees of Condominium Trust shall be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium (except for abandonment provided by statute in case of substantial loss to the Units and Common Elements).

(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 Elements;

(iii) partition or subdivide any Unit (except as provided in Paragraph (C) of Section (15) hereof with respect to additions to Units Nos. 63 and 64);

(iv) 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 other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements of the Condominium;

(vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium after professional management of the Condominium required by first mortgagee has been in effect.

(vii) perform any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with the Master Deed, the floor plans and site plans recorded herewith, and the original construction plans and specifications;

(E) That 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;

11234 015

(F) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a 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;

(G) That any holder of a mortgage, upon written request to the Trustees of Condominium Trust, will 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 Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust during normal business hours;

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

(iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the lender holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements.

(vi) written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees.

(H) That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and that 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.

The Declarant intends that the provisions of this paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with the intention of so complying and of qualifying the mortgages of Units in the Condominium for sole transfer or assignment to said Second Mortgage Market Entities.

(17) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and Chapter 183A, the provisions of Chapter 183A shall control;

(B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(C) In the event of any conflict between the preceding Paragraph and any other provisions of this Master Deed or the Condominium Trust, the provisions of said preceding Paragraph shall control.

(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 violations 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) Assignment of Rights of Declarant. Declarant, by deed or by separate assignment, shall be entitled to assign any and all of his rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Declarant.

(21) Registration and Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Registry of Deeds.

THE UNDERSIGNED TRUSTEES WARRANT AND REPRESENT THAT ALL THE BENEFICIARIES OF DECLARANT HAVE AUTHORIZED AND DIRECTED THE EXECUTION AND RECORDING OF THE WITHIN MASTER DEED BY THE UNDERSIGNED.

11234 017

EXECUTED as a sealed instrument on this 31 day of October, 1984.

John R. Giles
 John R. Giles,
 Trustee as Aforesaid

Sarah H. Giles
 Sarah H. Giles,
 Trustee as Aforesaid

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

Oct. 31, 1984

Then personally appeared the above named John R. Giles and Sarah H. Giles and acknowledged their execution of the foregoing instrument to be their free act and deed, as Trustees as aforesaid, before me,

Spencer Steele
Notary Public

My commission expires: March 23, 1987

CITY OF BOSTON

An excise imposed by Chapter 190 of the Acts of 1982 in the amount
 of \$12,500.00 has been paid with respect to the 36
 of the certificate described in the master deed/instrument
 recorded in the public records of the
 City of Boston.

0728j

John S. Foley
 Treasurer

11234 018

EXHIBIT 1
TO
MASTER DEED
OF
37 BEACON ST. CONDOMINIUM

The land together with the buildings thereon now known and numbered as 37 Beacon Street, Boston, Massachusetts, being more particularly described as follows:

- SOUTHEASTERLY: by Beacon Street, 75.83 feet,
SOUTHWESTERLY: by Walnut Street, 124.35 feet,
NORTHWESTERLY: by land now or formerly of Patrick T. Jackson,
89.13 feet; and
NORTHEASTERLY: by land now or formerly of Melvin O. Adams,
by three (3) courses, 11.64 feet, 14.84 feet,
and 91.17 feet, in part through the middle of
a brick partition wall.

11234 019

EXHIBIT 2
TO
MASTER DEED
OF
37 BEACON ST. CONDOMINIUM

The building, which is a part of Condominium, is presently numbered as 37 Beacon Street, Boston, Massachusetts and is named "Beacon Estates".

The building has six (6) stories above the existing grade of the street and basement below.

The building contains a total of thirty-six (36) condominium units.

The building is constructed primarily of the following materials:

- | | |
|-------------------|-------------------------|
| A. Foundation | concrete and stone |
| B. Floors | poured concrete |
| C. Exterior Walls | brick |
| D. Interior Walls | plaster and sheetrock |
| E. Roof | tar and gravel |
| F. Interior Doors | metal |
| G. Exterior Doors | wood |
| H. Windows | wood sash-single glazed |

0728j

11234 020

EXHIBIT 3
TO
MASTER DEED
OF
37 BEACON ST. CONDOMINIUM

<u>UNIT NO.</u>	<u>FLOOR LEVEL</u>	<u>BENEFICIAL INTEREST</u>	<u>APPROX. AREA IN SQ. FT.</u>	<u>NO. & COMPOSITION OF ROOMS</u>
1	First floor	2.29	865	1R, K, B, D, 1BR
2	First floor	1.08	445	1R, K, B, 1BR
3	First Floor	1.75	640	1R, K, B, 1 BR
4	First Floor	2.15	800	1R, K, B, 1BR
5	First Floor	2.29	850	1R, K, B, 1 BR
6	First Floor	2.15	770	1R, K, B, 1 BR
21	Second Floor	3.16	920	1R, K, B, D, 1 BR
22	Second Floor	2.85	850	1R, K, B, 1 BR
23	Second Floor	3.50	995	1R, K, B, 2 BR
24	Second Floor	2.56	800	1R, K, B, 1 BR
25	Second Floor	2.76	850	1R, K, B, 1 BR
26.	Second Floor	2.56	770	1R, K, B, 1 BR
31	Third Floor	3.16	920	1R, K, B, D, 1 BR
32	Third Floor	2.85	850	1R, K, B, 1 BR
33	Third Floor	3.50	995	1R, K, B, 2 BR
34	Third Floor	2.56	800	1R, K, B, 1 BR
35	Third Floor	2.76	850	1R, K, B, 1 BR
36	Third Floor	2.56	770	1R, K, B, 1 BR

11234 021

<u>UNIT NO.</u>	<u>FLOOR LEVEL</u>	<u>BENEFICIAL INTEREST</u>	<u>APPROX. AREA IN SQ. FT.</u>	<u>NO. & COMPOSITION OF ROOMS</u>
41	Fourth Floor	3.16	920	IR, K, B, D, 1 BR
42	Fourth Floor	2.85	850	IR, K, B, 1 BR
43	Fourth Floor	3.50	995	IR, K, B, 2 BR
44	Fourth Floor	2.56	800	IR, K, B, 1 BR
45	Fourth Floor	2.76	850	IR, K, B, 1 BR
46	Fourth Floor	2.56	770	IR, K, B, 1 BR
51	Fifth Floor	3.16	920	IR, K, B, D, 1 BR
52	Fifth Floor	2.85	850	IR, K, B, 1 BR
53	Fifth Floor	3.50	995	IR, K, B, 2 BR
54	Fifth Floor	2.56	800	IR, K, B, 1 BR
55	Fifth Floor	2.76	850	IR, K, B, 1 BR
56	Fifth Floor	2.56	770	IR, K, B, 1 BR
61	Sixth Floor	3.16	920	IR, K, B, D, 1 BR
62	Sixth Floor	2.85	850	IR, K, B, 1 BR
63*	Sixth Floor	3.84	995	IR, K, B, 1 BR
64*	Sixth Floor	2.89	800	IR, B, 1 BR
65*	Sixth Floor	3.10	850	IR, K, B, 1 BR
66*	Sixth Floor	2.89	770	IR, K, B, 1 BR

*As affected by provisions of Paragraph (C) of Section (15) hereof with respect to additions to Units Nos. 63 and 64, 65 and 66.

0728j

LEGEND**Rooms**

LR is living room
BR is bedroom
K is kitchen
B is bathroom
D is dining room

Each Unit has immediate access to an interior hallway which leads to a stairway and building exit, all as shown on the floor plans filed herewith and made a part hereof and listed on Exhibit 4.

BOUNDARIES:

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

- A. Floors: plane of the upper surface of the concrete slab in the ground level units and the plane of the upper floor joists in all other units.
- B. Ceilings: the plane of the lower surface of the ceiling studs.
- C. Perimeter Walls: the plane of the surface facing such unit of the wall studs or the plane of the surface facing such Unit of the masonry where masonry is the finish material.
- D. Exterior Building Walls, Doors and Windows:
 - (i) walls: the plane of the surface facing such unit of the wall studs.
 - (ii) doors: the exterior surface of the doors utilized to provide ingress to and egress from each unit.
 - (iii) windows: the interior surface of the glass and window frames.

11234 023

The unit dimensions shown on the Plans extend to the plane of the surface facing such Unit of the interior finish surface of the walls, doors, ceilings or floors, as the case may be, although the boundaries extend as indicated below.

There are thirty-six (36) units in the Condominium, and, as provided in Paragraph (C) of Section 115 hereof, Units Nos. 63A, 65A, and 66A may be added thereto.

0728j

11234 024

EXHIBIT 4
TO
MASTER DEED
OF
37 BEACON ST. CONDOMINIUM

The following plans are recorded herewith, made a part hereof, and incorporated herein:

1. Site Plan
2. Floor Plans comprising five sheets as follows:

Sheet 1 - Basement Plan
Sheet 2 - First Floor and Second Floor
Sheet 3 - Third Floor and Fourth Floor
Sheet 4 - Fifth Floor and Sixth Floor
Sheet 5 - Roof Plan and Elevation Section

0728j