

SUFFOLK REGISTRY
RECORDED & EXAM ATTEST

MASTER DEED

2004 JUL 29 AM 8:50

OF THE

James M. Beach
REGISTER OF DEEDS

64 HYDE PARK AVENUE CONDOMINIUM

Walter Hinds, of Boston, Massachusetts, (hereinafter "Declarant") being the owners of the land with improvements thereon (hereinafter the "Premises") located in Suffolk County, Massachusetts (the "Municipality") more particularly hereinafter described, by duly executing and recording this Master Deed with the Suffolk County Registry of Deeds (the "Registry") does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A"), proposes to create, and hereby does create with respect to the Premises a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides as follows:

Section 1. Name. The name of the Condominium shall be:

64 HYDE PARK AVENUE CONDOMINIUM

Section 2, Description of the land. The land on which the Condominium is located is generally known as 64 Hyde Park Avenue in City of Boston, Suffolk County, Commonwealth of Massachusetts and is more particularly described in Exhibit A attached hereto and made a part hereof together with any easements, encumbrances, restrictions and appurtenant rights therein specified.

Section 3. Description of the Building A description of the Building comprising the Condominium, stating the number of stories, the number of Units therein; the principal materials of which it is constructed, and other relevant descriptive specifications or information is set forth in Exhibit B attached hereto and made a part hereof.

Section 4, Description of Units. The Units of the Condominium, their respective designations, locations, approximate areas, number of rooms, immediate common area to which each Unit has access, the boundaries defining the Units, and any other data necessary for proper identification of the Units is set forth in Exhibit C attached hereto and made a part hereof.

Section 5 Description of the Common Areas and Facilities (the "Common Elements") The Common Elements consist of the common areas and facilities of the Condominium, exclusive of the Units and subject to the rights of Unit Owners to exclusive use of the following appurtenances (if any): the porches, decks or patios immediately adjacent to their respective Units, the designated parking areas, and exclusive use easement areas (which may be shown as or designated Limited Common Areas), and include, without limitation, the following:

(a) The land, together with the benefit of and subject to the rights, easements, restrictions and agreements of record insofar as the same are in force and applicable;

Walter Hinds
14 Cumberland Street #1
Boston MA 02115



07/29/2004 Doc: 0150

(b) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, exterior walls and interior walls of the Building (other than any portion thereof included in the Units), all roofs, and the area in the Building between the upper surface of the sub flooring and the lower surface of the ceiling joists below it;

(c) All entrances, vestibules, and exterior front stairs and interior rear stairs of the Building; the mailboxes and similar facilities in such areas; the gutters, down spouts, storm windows and screens; all porches, patios, and decks, subject to the exclusive right appurtenant to each Unit to use the porch, patio, or deck immediately accessible therefrom;

(d) All yards, plantings, gardens, parking areas (if any), steps and walkways located outside the Building and on the land, subject to any exclusive rights as set forth herein; The basement(s) and storage areas in the Building(s);

(e) All lighting fixtures and fences located outside the Building and on the land;

(f) All installations of central service equipment providing power, light, heat, telephone, and other electronic intelligence transmission, hot and cold water and air-cooling, including all equipment attendant thereto, all furnaces, hot water heaters, conduits, junction boxes, meters, ducts, plumbing, sewer and drainage pipes, wiring, flues, chimneys and other facilities for the furnishing of utility services or waste removal contained in the Building or on the land and all such facilities contained within any Unit which serve other parts of the Building whether or not the same may serve the Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit exclusively or contained within any common area or Limited Common Area and serving a single Unit exclusively as to which equipment/utilities same shall be deemed a part of the unit served exclusively thereby.);

(g) All other apparatus and installations existing or hereafter installed in the Building or on the land for common use or necessary or convenient to the existence, maintenance or safety of the Condominium; and

(h) Any additional common areas and facilities listed in Chapter 183A and located in the Condominium.

The use of and other matters relating to the Common Elements shall be subject to the provisions of this Master Deed, the Declaration of Trust and any rules and regulations (the "Rules and Regulations") adopted pursuant thereto, as any of the same may be amended from time to time with respect to the use thereof.

Section 6 Undivided Interests in the Common Elements. The owners of each Unit shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date.

Section 7, Floor Plans. There is filed herewith and by this reference made a part hereof a set of the floor plans of the Building showing the layout, location, unit number, and dimensions of the Units as built, and containing the verified statements required by Chapter 183A.

Section 8, Condominium Trust and Unit Ownership The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the 64 HYDE PARK AVENUE CONDOMINIUM TRUST under Declaration of Trust 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 (the "Owners' Association") and in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements to which they are entitled under this Master Deed.

The name and address of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

Walter Hinds- 14 Cumberland Street #1 Boston Ma 02115

The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction.

Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of Common Expenses upon being assessed therefor by the Trust. Such share shall be proportionate to that Unit's common element interest. Initial assessments shall occur upon the conveyance of the first Unit.

Voting rights shall be proportionate to Common Element interest.

There may be no restriction upon any Unit Owner's right of ingress and egress to his/her Unit, which right shall be perpetual and appurtenant to the Unit ownership.

In the event that the Trustees shall purchase a Unit pursuant to the provisions of the Declaration of Trust, together with the Unit's Undivided Interest and the interest of such Unit Owner in any other assets of the Condominium, then, title to the Unit, together with such interests, shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners. Any lease covering any Unit leased by the Trustees or their designee, shall be held by the Trustees or their designee, on behalf of all Unit Owners, in proportion to their respective Undivided Interests.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of (i) settling or shifting of the Building, (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees, (iii) repair or restoration of the Building or a Unit after damage by fire or other casualty or (iv) condemnation or eminent domain proceedings, then, in any of such events, then a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

There is excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit shall have an easement in common with all other Units to use the Common Elements serving such Unit, and each Unit shall be subject to an easement in favor of all other Units to use such Common Elements serving the other Units as are located in such Unit. The Trustees and their authorized agents or employees shall have a right of access to each Unit from time to time during reasonable hours (or at any time, in case of emergency) for the maintenance, repair and replacement of the Common Elements located therein or accessible therefrom or for making repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

Section 9, Intended use of the Buildings and Units. The Building and the Units are intended solely for dwelling purposes, and only as allowed by the zoning laws of the Municipality. No use may be made of any Unit except as a residence of the owner thereof or his/her permitted lessees and the members of their immediate families, except that any ancillary use of a Unit authorized by the zoning laws of the Municipality may be made by a Unit Owner with the written approval of the Trustees of the Condominium Trust. Notwithstanding the foregoing, the Declarant, or any successor in his/her interest as developer of the Condominium, may, until all of the Units have been sold by said developer, lease unsold Units and use unsold Units as display models for marketing purposes.

Section 10. Restrictions, on the use of Units.

In order to provide for congenial occupancy of the property and for the protection of the value of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the Rules and Regulations (made in accordance with Section 11 of Chapter 183A) promulgated pursuant thereto;

(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 the provisions of Sections 8 and 9 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, 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 of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, in conformity with any other reasonable requirements of the Trustees (including without limitation, an indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;

(c) In order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, 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 or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and 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;

(d) Any designation of or use of common areas or construction in or on the common areas for the benefit of one or more units but not all units, must, before construction is begun, be approved by an Amendment to the Master Deed signed by One Hundred (100.00%) percent of the Unit Owners (and their mortgagees if required) and by a majority of the Trustees, and shall be subject to the same requirements as stated in subparagraph (b) of this Section 11. Notwithstanding the foregoing, with respect to construction in or on any portion of the common areas to which a unit owner individually has an exclusive right to use, same must, before construction is begun, be approved in writing by the owner(s) of any unit(s) directly abutting such limited common area or whose unit(s), are directly affected thereby as well as be approved by a majority of the Trustees in writing, and shall similarly be subject to the requirements of subparagraph (b) of this Section 10. The cost of preparing and recording the Amendment to the Master Deed in the case of designation of Limited Common Area or the cost of obtaining written approval of any affected unit owners and the trustees in the case of construction in or on previously designated Limited Common Areas shall be borne by the unit(s) being benefited;

(e) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;

(f) Owners of the Units may not transfer their Units without the appurtenant right to the portions of the Common Elements which they have an exclusive right to use;

(g) Pets are allowed in all Units except if, in the opinion of the Trustees, any pet or pets are a nuisance. In that case the unit owner shall be given 30 days written notice to correct the problem and if the problem is not corrected then said pet or pets shall be removed from said Unit;

(h) Unit Owners of the Units, individually, are responsible for the upkeep, maintenance, repair and replacement of the Common Elements to which their exclusive right to use attaches; provided, however, if the Unit Owners of more than one Unit have an exclusive right in common to use the same portion of the Common Elements, the Unit Owners sharing such exclusive use right shall be responsible for the upkeep, maintenance, repair and replacement of such shared portion of the Common Elements in such proportions as hereinafter set forth in this Master Deed or as determined by the Trustees. If, in the opinion of the Trustees, said upkeep, maintenance repair and replacement is not being done, the Trustees may contract to have it done, and the cost thereof will become a lien against the Unit or Units responsible therefor. In addition, all costs for utilities servicing exclusive use easement areas shall be borne proportionally by those Units sharing exclusive rights to use such areas. Unit Owners with either sole and/or joint exclusive easements shall be responsible for any and all liability arising out of such exclusive rights;

(i) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of the Rules and Regulations;

(j) All maintenance and use by Unit Owners of gardens, decks, balconies, lights and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification;

(k) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units or of other premises entitled to the use or benefit thereof;

(l) No nuisances shall be allowed on the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents;

(m) No Unit Owner shall alter his/her Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring building;

(n) No improper, offensive or unlawful use shall be made of the Units or the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed;

(o) Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the Condominium, relating to any Unit shall be corrected by and at the sole expense of the owner of any such Unit, and those relating to any Common Elements shall be corrected by the Trustees; provided, however, that those relating to any Common Element to which one or more Unit Owners has an exclusive use easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit or Units which has the exclusive use easement to that part of the Common Elements which cause such violation;

(p) Unit owners shall maintain their units in such a way as to prevent any undue noise transmission between the units including, where necessary, the carpeting of floors over living space of other units;

(q) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive rights, any furniture, packages, or objects of any kind;

(r) The public areas and stairways, if any, shall be used for no purpose other than normal transit through them; and

(s) All leases or tenancy at will rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the Condominium. No Unit estate may be rented for a period of less than One Hundred Eighty (180) days. Any lease agreement of a Unit must have a minimum initial term of not less than one (1) year.

The restrictions set forth in this Section 10, (i) shall be covenants running with the land, (ii) shall be for the benefit of all Unit Owners, (iii) shall be administered on behalf of the Unit Owners by the Trustees, (iv) shall be enforceable by the Trustees, insofar as permitted by law, (v) may be waived in specific cases by the Trustees (except as to subparagraphs (f), (m), (n) and (o) of this Section 11), (vi) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law, and (vii) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those which occur during his/her ownership of a Unit. The failure of any Unit Owner to

comply with said restrictions will give rise to a cause of action in the Trustees and/or any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both.

Section 11. Additional Covenants for the Benefit of Holders of Bona Fide First Mortgagee.

Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Declaration of Trust contained, the following provision shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non- action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal 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 first mortgagee 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 bona fide first mortgage lender through the procedures set forth in subparagraphs (i) and (ii) above.

(b) Any person taking 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) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except for no more than six (6) month's delinquent common charges and costs and attorney's fees as provided in M.G.L.Ch.,183A, Section 6(c);

(d) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for Common Expense or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a

Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter;

(f) All taxes, assessments, and charges which may become liens prior to the 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;

(g) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and at least seventy-five (75%) percent of the allocated interests of the owners (other than the Declarant, developer, or builder) of the individual Units have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium;

(ii) Change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements in the Condominium shall not be deemed a transfer within the meaning of this clause);

(v) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Elements) for other than the repair, replacement or reconstruction of such Condominium property;

(h) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements;

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least two (2) months' estimated Common Expenses for each Unit to be paid at time of the first conveyance of such unit which fund shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid by Declarant to the Trust within sixty (60) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

(j) Upon written request to the Trustees of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of

(i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(ii) Any default in the performance of any obligation under the condominium constituent documents or any delinquency in the payment of assessments or charges owed by the owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which default or delinquency remains uncured for a period of sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;

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

(v) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage, or proposed taking by condemnation or eminent domain of said Unit or of the Common Elements;

(vi) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section 11 and in Section 12.

(k) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

(i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by at least seventy-five (75%) percent of the total allocated votes of the Owners' Association and approved by eligible mortgage holders representing at least fifty-one (51%) percent of the votes of units subject to mortgages held by eligible holders.

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by at least seventy-five (75%) percent of the total allocated votes of the Owners' Association and approved by eligible mortgage holders representing at least fifty-one (51%) percent of the votes of units subject to mortgages held by eligible holders.

(iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected

without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least seventy-five (75%) percent of the votes of such remaining Units subject to eligible holder mortgages;

(iv) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of owners of Units to which at least seventy-five (75%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages;

(l) Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, Declarant, or builder or any lease may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice;

(m) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances;

(n) If the Condominium shall cause to be prepared an audited financial statement for the immediately preceding fiscal year, any holder of a first mortgage of a Unit shall be entitled upon written request to receive a copy of same free of charge. If no audited statement is available, any mortgage holder shall be allowed to direct that an audited statement be prepared at its expense. Any financial statement so requested shall be furnished within a reasonable time following such request;

(o) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of owners of Units to which at least one hundred (100%) percent of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least seventy-five (75%) percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the owners of Units to which at least seventy-five (75%) percent of the votes in the Condominium Trust are allocated (except for subparagraphs (e), (g), (h) and (i) as to which consent of one hundred (100%) percent of the votes in the Condominium Trust shall be required) and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the vote of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;

- Units if
 - c. Reserves for maintenance, repair and replacement of the common areas (or applicable);
 - d. Insurance or Fidelity Bonds;
 - e. Reallocation of interests in the general or limited common areas, or rights to their use;
 - f. Responsibility for maintenance and repair of the several portions of the Condominium;
 - g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
 - h. Boundaries of any Unit;
 - i. Convertibility of Units into common areas or of common areas into Units;
 - j. Leasing of unit estates;
 - k. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit;
 - l. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or any amendment of the constituent documents pursuant to this section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

Section 12, Amendments, This Master Deed may be amended by an instrument in writing:

- (a) Signed by the Unit Owners entitled to Seventy-five (75%) percent of the undivided interests in the Common Elements;
- (b) Signed and acknowledged by a majority of the Trustees of the Condominium Trust; and

(c) Duly recorded with the Registry of Deeds wherein this Master Deed is recorded;

PROVIDED, HOWEVER, that:

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

(ii) No instrument of amendment which alters the dimensions of any Units shall be of any force or effect unless the same has been signed by the owners of the Unit so altered and the same has been assented to in writing by all holders of first mortgages of record;

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

(iv) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall 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, and the same has been assented to in writing by all holders of first mortgages of record;

(v) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements and the same has been assented to in writing by all holders of first mortgages of record;

(vi) No instrument of amendment which purports to increase or decrease or redefine the exclusive use right of any Unit or Units to portions of the Common Elements shall be of any force or effect unless signed by the Owners of all Units affected by such change, including any Unit affected by a change in its financial responsibility

(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 said Chapter 183A, as amended, shall be of any force or effect.

(d) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A, or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or

consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

Section 13. Units Subject to Master Deed, Unit Deed, Declaration of Trust and Rules and Regulations. All present and fixture owners, tenants, visitors, employees and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations, as any of them may be amended from time to time, and with any items affecting the title to the Condominium, as described in Exhibit A hereto. The acceptance of a Unit Deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations and any items affecting title to the Condominium are accepted and ratified by the owner, tenant, visitor, employee, occupant or any person having at any time any interest or estate in the Unit, all of which provisions shall be deemed and taken to be covenants running with the land and shall bind any such person, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof and (ii) a violation of any provisions set forth in clause (i) above shall be deemed to be a substantial violation of the duties of the Unit's Owner.

Section 14, Chapter 183 A, The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Condominium Trust and By-Laws, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

Section 15 Arbitration of Disputed Unit Owners Action, In the event that any Unit Owner, by written notice to the other unit owner(s), shall dissent from any determination or action of the unit owner(s) herein, and such dispute shall not be resolved within thirty (30) days after such notice, then such dispute shall be submitted first to an minimum three (3) hour mediation with a mutually agreeable mediator or mediation program with costs to be divided equally between the parties. If the parties to the dispute cannot agree on a mediator, the mediation service offered by the Massachusetts Real Estate Bar Association shall be the default mediator. Failure to mediate in good faith shall subject such party to sanctions in any subsequent arbitration or legal proceedings. If such dispute shall not be resolved through the mediation process, then the parties shall submit the matter to binding arbitration. For that purpose, one arbitrator shall be designated by the Unit Owner taking action, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the said Real Estate Bar Association and shall be binding upon all parties. The costs of such arbitration shall likewise be borne equally by the parties unless the Arbitrator awards otherwise. Notwithstanding the foregoing, this paragraph shall not apply to claims for collection of amounts due the Condominium Trust herein for common charges and assessments which shall be enforced pursuant to M.G.L. c. 183A, Section 6.

Section 16, Invalidity. If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstance is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

Section 17. Conflicts. This Master Deed and the Declaration of Trust are intended to comply with the requirements of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

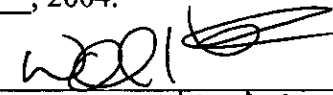
Section 18, Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

Section 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 or the intent of any provision hereof.

Section 20, "Gender and Number, The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

Section 21. Definitions. 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.

IN WITNESS WHEREOF, Declarant hereby executes this MASTER DEED under seal this day of 07/28, 2004.


Walter Hinds

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

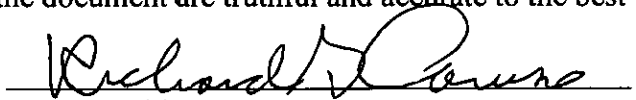
July 28th, 2004

On this 28th day of July, 2004, before me, the undersigned notary public, personally appeared Benjamin proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

CITY OF BOSTON

The excise imposed by Chapter 190 of the Acts of 1982 in the amount of \$ 1,000 has been paid with respect to the 8 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.


Ass't Collector-Treasurer


Notary Public

My Commission Expires: 7-19-08

Exhibit "A"

MASTER DEED
64 HYDE PARK AVENUE CONDOMINIUM

A parcel of land with the building thereon situated in that part of Boston,
bounded and described as follows:

One house and Lot of land located at 64 Hyde Park Avenue, Boston Mass., being lot #35 on a plan made by J. Edwin Jones, dated June 21, 1881 and bounded as follows:

NORTHWESTERLY	by Hyde Park Avenue, fifty and 29/100ths (50.26) feet)
NORTHEASTERLY	by Lot #36 on said plan, one hundred thirty-three and 90/100ths (133.90) feet;
SOUTHEASTERLY	by other land of Edwin Weld, William Weld and George H. Brown, Trustees (See Suffolk Deeds, Book 1737, Page 449) being lot #43 on said plan, fifty and 01/100ths (50.01) feet; and
SOUTHWESTERLY	by Lot #34 on said plan, one hundred twenty-nine and 38/100ths (129.38) feet.

Said premises contain 6,852 square feet of land as shown on said plan recorded in Suffolk Deeds in Book 1737, Page 450.

This conveyance is made subject to restrictions of record insofar as the same may now be in force and applicable.

The post office address of the Condominium is 64 Hyde Park Avenue, Boston, MA 02120.

For my title see this book + page
Book # 35012
Page # 93

EXHIBIT B

MASTER DEED

64 HYDE PARK AVENUE CONDOMINIUM

There are three (3) residential Units. The exterior of the building is made of wood shingles. The foundation is comprised of stone The roof of the building numbered 64 Hyde Park Avenue is asphalt shingle. The post office address of the Condominium is 64 Hyde Park Avenue, Boston, Massachusetts 02120.

There is one main water and sewer line, the cost of which is a common expense. The meter for which is located in the basement of 64 Hyde Park Avenue.

EXHIBIT C

MASTER DEED

64 Hyde Park Avenue
CONDOMINIUM

DESCRIPTION OF CONDOMINIUM UNITS

UNIT NUMBER IN	LOCATION	NUMBER OF ROOMS	APPROX PERCENTAGE	
			AREA IN SQ. FT.	INTEREST COMMON ELEMENTS
1	first floor	5	1380	37%
2	second floor	6	1307	35%
3	third floor +	5	1042	28%

I. UNIT DESCRIPTIONS:

Unit 1 consists of 5 rooms, being a kitchen, living room, 3Bedrooms, and 1 bathroom.

Unit 2 consists of 6 rooms, being a kitchen, living room, 4 Bedrooms, and 1 bathroom.

Unit 3 consists of 5 rooms being a kitchen, living room, 3 Bedrooms, 1 bathroom,

NOTE: The number of rooms does not include porches, decks, , halls, corridors, foyers, closets, yard, or basement spaces.

II. Exclusive easement

The owner of Unit 3 shall have the exclusive right and easement to construct and use a roof deck upon the premises. If such a roof deck is constructed, then in that event all construction costs, maintenance, repair, and or replacement of the deck shall be at the

sole cost and expense of the owner of Unit 3. In the event the construction, repair, renovation, or maintenance causes any damage to the roof structure below the deck, then in that event the owner of Unit 3 shall pay the condominium association for any costs related to the repair of the underlying roof structure. Notwithstanding anything herein contained to the contrary, in the event the condominium trustees determine that repairs need to be made to the roof of the building for any reason whatsoever, then in that event the owner of Unit 3 agrees to remove any portion of the deck so constructed, at Unit 3's sole cost and expense in order to permit the necessary repairs to be made.

The Owners of Units 1 and 2 shall have the exclusive right to construct and use rear Decks adjacent to the building. If the Decks are constructed by Unit 1 or 2 then all costs in connection with maintenance, repair, and or replacement of the decks shall be at the sole cost and expense of the respective owner of Unit 1 or 2 as the case may be. Any request for a construction of a deck must first be made to the Trustees of the Condominium by submitting plans for approval, and thereafter submitted to the City of Boston for building permits. Once the condominium Trustees and the City of Boston approve the plans and issue the building permit, as the case may be, there shall be no modification of the deck without first resubmitting the plans to the Condominium Trustees and the City of Boston for subsequent approvals and permits.

II. Common Area Access:

Unit 1 has immediate access on the first floor from within said unit to the common front foyer leading to the exterior common front stairs and a second egress common passage leading to the exterior common back stairs.

Unit 2 has immediate access on the second floor from within said unit to the common interior staircase leading to the common front foyer and a second egress from the rear common interior stair case leading to the back stairs.

Unit 3 has immediate access on the third floor from within said unit to the common interior staircase leading to the common front foyer and a second egress on the 3rd floor via the rear common interior stair case leading to back stairs

III. BOUNDARIES OF UNITS:

The boundaries of the units with respect to floor, ceiling, walls, windows, and doors are as follows:

1. FLOORS: The plane of the upper surface of the lowest sub-floor;
 2. CEILING: The plane of the lower surface of the topmost ceiling joists or rafters,
- as the case may be;

3. WALLS: The plane of the interior surface of the wall studs or furring;
4. DOORS AND WINDOWS: The Plane of the exterior surface of the doors and windows the exterior surface of window glass and the interior surface of the window frames;
5. EXTERIOR BUILDING WALLS: The plane of the interior surfaces of wall furrings.