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ATTEST: Thomas M Ryan, Temp Register
Suffolk County Registry of Deeds

MASTER DEED
OF
MILLENNIUM TOWER

1 Franklin Street
Boston, Massachusetts

Prepared by and upon recording
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RETURN TO:

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Plan

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Exhibits:

- Exhibit A - Description of the Land
- Exhibit B - Unit Designation, Location and Description
- Exhibit B-1 - Measurement Standards
- Exhibit C - Schedule of Master Deed Plans
- Exhibit D - Access Panel Units
- Exhibit E - Description of Initial HVAC System

**MASTER DEED
OF
MILLENNIUM TOWER**

MP FRANKLIN TOWER CO LLC, a Delaware limited liability company (the "Declarant"), being the sole owner of certain premises located in the City of Boston, Suffolk County, Massachusetts and more particularly described herein and in the legal description of the Land in Exhibit A attached hereto and incorporated herein, by duly executing and recording this **MASTER DEED**, does hereby submit said premises to the provisions of Chapter 183A of the Massachusetts General Laws and proposes to create a condominium to be governed by and subject to the provisions of said Chapter 183A and, to that end, hereby declares and provides as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. Wherever used in this Master Deed, the following terms shall have the respective meanings specified below:

1.1.1 "Access Panel Units" shall mean those Residential Units identified on Exhibit D attached hereto and more particularly described in Section 4.8.

1.1.2 "Alteration" shall have the meaning set forth in Section 9.1.1.

1.1.3 "Balcony" shall mean any outdoor Residential Limited Common Element located adjacent to a Residential Unit that is accessible only from such Residential Unit, is covered from above and is either fully-enclosed or enclosed on three sides.

1.1.4 "BB Garage" shall have the meaning set forth in Section 4.5.1.

1.1.5 "BB Owner" shall mean the "Owner" (as such term is used in the REA) of the Burnham Parcel from time to time.

1.1.6 "Bicycle Storage Area" shall mean the portions of the Floor B-3 of the Building shown on the Plans and designated as "Bicycle Storage" and any areas of the BB Garage which the Trustees may designate from time to time for the storage of bicycles, which are General Common Elements for the storage of bicycles belonging to Unit Owners and their tenants, employees, licenses or invitees.

1.1.7 "Building" shall mean the structure located on the Land, which together with the Land and the other improvements thereon, comprises the Condominium, as more particularly described in Section 3.3.

1.1.8 "Building Systems" shall mean the HVAC System (including, without limitation, the central cooling tower), the other heating, ventilation and air-conditioning systems, the mechanical, electrical, soundproofing and plumbing systems and the life safety systems serving the Units and the Common Elements (including, without limitation, the Shared System

and Tower Building System to the extent such Building Systems serve the Units and/or the Common Elements), except for any portion of the Shared System or Tower Building System located on the Burnham Parcel, as shown on the plans recorded with the REA.

1.1.9 "Burnham Parcel" shall mean that certain parcel of land shown as "Lot 1" on a plan entitled "Subdivision Plan of Land, Filene's Block, Boston, Massachusetts" dated March 12, 2013, prepared by Harry R. Feldman, Inc. and recorded at the Registry in Plan Book 2013, Page 127, together with the buildings and other improvements from time to time located thereon.

1.1.10 "Burnham Parking Fee" shall have the meaning set forth in the Declaration of Trust.

1.1.11 "Chapter 183A" shall mean Chapter 183A of the Massachusetts General Laws, as the same may be amended from time to time.

1.1.12 "City Residences Residential Units" shall have the meaning set forth in the Declaration of Trust.

1.1.13 "Claim" shall have the meaning set forth in the Declaration of Trust.

1.1.14 "Commercial Limited Common Elements" shall have the meaning set forth in Section 5.4.

1.1.15 "Commercial Limited Common Expenses" shall have the meaning set forth in the Declaration of Trust.

1.1.16 "Commercial Limited Common Percentage Interest" shall mean the undivided ownership interest of the Commercial Unit Owner in the Commercial Limited Common Elements, as set forth on Exhibit B attached hereto and incorporated herein by reference, as the same may be adjusted from time to time as permitted herein.

1.1.17 "Commercial Trustee" shall have the meaning set forth in the Declaration of Trust.

1.1.18 "Commercial Unit" shall have the meaning set forth in Section 4.3.1.

1.1.19 "Commercial Unit Amendment" shall have the meaning set forth in Section 9.8.2.

1.1.20 "Commercial Unit Elevators" shall have the meaning set forth in Section 3.3.2.

1.1.21 "Commercial Unit Escalators" shall have the meaning set forth in Section 3.3.2.

1.1.22 "Commercial Unit Owner" shall mean the Unit Owner of the Commercial Unit.

1.1.23 "Common Charges" shall have the meaning set forth in the Declaration of Trust.

1.1.24 "Common Elements" shall mean the common areas and facilities of the Condominium, consisting of the General Common Elements, the Residential Limited Common Elements and the Commercial Limited Common Elements, all as more particularly described in Article 5.

1.1.25 "Common Expenses" shall have the meaning set forth in the Declaration of Trust.

1.1.26 "Condominium" shall mean the Condominium created by this Master Deed, commonly known as "Millennium Tower".

1.1.27 "Condominium Documents" shall mean this Master Deed (including the Plans) and the Declaration of Trust (including the by-laws and the Rules and Regulations therein), all as the same may be amended from time to time.

1.1.28 "Condominium Managing Agent" shall have the meaning set forth in the Declaration of Trust.

1.1.29 "Dead Space Improvements" shall have the meaning set forth in Section 5.3.11.

1.1.30 "Declarant" shall mean MP Franklin Tower Co LLC, a Delaware limited liability company, which has established the Condominium by recording this Master Deed. The term "Declarant" includes any successors and assigns of the Declarant, as permitted pursuant to this Master Deed.

1.1.31 "Declaration of Trust" shall mean the Declaration of Trust of the Millennium Tower Trust, including the by-laws and the Rules and Regulations therein, dated of even date and recorded herewith, as the same may be amended from time to time.

1.1.32 "Drop-Off Area" shall mean that certain portion of the Land located adjacent to the residential lobbies of the Building and designated as "Drop-Off Area" on the Plans.

1.1.33 "Emergency" shall mean any situation where a reasonable person would conclude that a particular action is immediately necessary (i) to avoid imminent damage to all or any portion of the Building or the Premises or (ii) to protect any person from imminent bodily harm.

1.1.34 "F/B Services Fees" shall have the meaning set forth in Section 10.2.1.

1.1.35 "First-Priority Parking Right" shall have the meaning set forth in Section 8.1.3(B).

1.1.36 "Fiscal Year" shall have the meaning set forth in the Declaration of Trust.

1.1.37 "Floors" shall mean the numbered floors of the Building. The Building contains (i) Floors numbered B-3, B-2 and B-1 corresponding to the third (3rd) through first (1st) floors below grade, respectively, (ii) a Floor numbered 1 corresponding to the floor located at grade, (iii) a Floor numbered 1M corresponding to the partial mezzanine floor located above a portion of Floor 1, (iv) Floors numbered 2 through 32 corresponding to the second (2nd) full floor above grade through the twenty-seventh (27th) floor above grade, respectively (there are no Floors numbered 4, 5, 6, 7 or 13), (v) Floors numbered 34 through 43 corresponding to the twenty-eighth (28th) floor above grade through the thirty-seventh (37th) floor above grade, respectively (there are no Floors numbered 33 or 44), (vi) Floors numbered 45 through 55 corresponding to the thirty-eighth (38th) floor above grade through the forty-eighth (48th) floor above grade, respectively, (vii) Floors numbered PH1, PH2, PH3, PH4 and GPH corresponding to the forty-ninth (49th) through fifty-third (53rd) floors above grade, respectively, and (viii) an unnumbered one (1) level mechanical penthouse located above Floor GPH.

1.1.38 "Garage Costs" shall have the meaning set forth in the Declaration of Trust.

1.1.39 "Garage Elevator" shall have the meaning set forth in Section 3.3.2.

1.1.40 "Garage Operator" shall mean the entity engaged by the Residential Trustees to manage and oversee the day to day operations of the Project Garage in accordance with the REA.

1.1.41 "General Common Elements" shall have the meaning set forth in Section 5.2.

1.1.42 "General Common Percentage Interest" shall mean the undivided ownership interest of a Unit Owner in the General Common Elements, as set forth on Exhibit B attached hereto and incorporated herein by reference, as the same may be adjusted from time to time as permitted herein.

1.1.43 "GPH Corridor" shall have the meaning set forth in Section 4.6.9.

1.1.44 "GPH Floor Plan" shall mean Sheet 57 of the Plans.

1.1.45 "GPH Unit" shall mean the Residential Unit located on Floor GPH (i.e., the fifty-third (53rd) floor of the Building above grade), as shown on Sheet 57 of the Plans, and any Residential Unit created therefrom pursuant to Sections 4.7, 9.2, 9.3, 9.4 or 9.7 of this Master Deed or otherwise.

1.1.46 "Grand Residences Residential Units" shall have the meaning set forth in the Declaration of Trust.

1.1.47 "Heat Pumps" shall have the meaning set forth in Section 4.2.3(D).

1.1.48 "Household" shall mean one person or two or more persons related by blood, marriage, adoption or other analogous family union occupying a Residential Unit and living as a single non-profit housekeeping unit.

1.1.49 "HVAC System" shall have the meaning set forth in Exhibit E attached hereto.

1.1.50 "Individual Garage" shall have the meaning set forth in Section 4.5.1.

1.1.51 "Initial Trustee" shall have the meaning set forth in the Declaration of Trust. The term Initial Trustee includes any successors and assigns thereto.

1.1.52 "Land" shall have the meaning set forth in Section 3.2.

1.1.53 "Legal Requirements" shall mean shall mean all applicable governmental laws, codes, ordinances, rules and regulations, and governmental or quasi-governmental authorities (including any agency, department, commission, board, bureau, official or instrumentality thereof) whether now or hereinafter enacted or issued, and all licenses, permits, approvals and authorizations given or issued by any governmental and quasi-governmental authority, including without limitation, the Public Approvals, the regulations and accessibility guidelines issued pursuant to the Americans With Disabilities Act (42 U.S.C. §12101 et. seq.) and the laws set forth in M.G.L. Ch. 22, §13A and the regulations promulgated thereunder (i.e., the Architectural Access Board Regulations), and any amendments, modifications or changes to any of the foregoing. The term "Legal Requirements" shall also be deemed to include all directions, rules and regulations of Boards of Fire Underwriters, Rating Boards or the like (or successor agencies).

1.1.54 "Listed Mortgagee" shall mean a Mortgagee of which the Trustees have received written notice pursuant to and in conformance with the Declaration of Trust.

1.1.55 "Majority Vote" shall mean a simple majority (more than fifty percent (50%)) of votes actually cast at a duly called meeting at which a quorum is present.

1.1.56 "Master Deed" shall mean this Master Deed creating the Condominium, as the same may be amended from time to time.

1.1.57 "Mortgagee" shall mean any holder of a mortgage of record on a Unit, including, without limitation, a Listed Mortgagee.

1.1.58 "MSBC" shall have the meaning set forth in Exhibit E attached hereto.

1.1.59 "Noise and Vibration Standard" shall mean the generally prevailing noise and vibration levels experienced within luxury top floor penthouse residential condominium units ("Penthouse Units") and on terraces or balconies appurtenant to such Penthouse Units emanating from rooftop equipment installed on the roof above or in a mechanical floor located vertically adjacent to comparable Penthouse Units with terraces or balconies in luxury mixed-use condominium towers in Manhattan and the City of Boston constructed in the three (3) year period preceding the date of recording of this Master Deed, when such equipment is in good operating condition and fully maintained in accordance with manufacturer specifications.

1.1.60 "Non-Stacker Parking Right" shall have the meaning set forth in Section 8.1.3(C).

1.1.61 "Parking Equipment" shall have the meaning set forth in Section 8.4.

1.1.62 "Parking Right" shall have the meaning set forth in Section 8.1.2.

1.1.63 "Parking Right Charge" shall have the meaning set forth in the Declaration of Trust.

1.1.64 "Parking Sale Right" shall have the meaning set forth in Section 8.1.1.

1.1.65 "Penthouse Units" shall have the meaning set forth in Section 1.1.59.

1.1.66 "Percentage Interests" shall mean the undivided ownership interest of a Unit Owner in the General Common Elements, the Residential Limited Common Elements and the Commercial Limited Common Elements, as set forth on Exhibit B attached hereto and incorporated herein by reference, as the same may be adjusted from time to time as permitted herein.

1.1.67 "Permitted Party" shall have the meaning set forth in Section 8.1.1.

1.1.68 "Plans" shall mean the site and floor plans depicting the Condominium, as more particularly described in Article 6 and listed on Exhibit C attached hereto, as the same may be amended from time to time as permitted herein.

1.1.69 "Podium Roof" shall mean the multilevel roof of the Building located adjacent to the portions of the Residential Club Area located within the interior of the Building, extending from the curtain wall system comprising the exterior perimeter of the Building to the edge of the boundary of the Land located adjacent to the Burnham Parcel.

1.1.70 "Premises" shall mean the Land and the Building and all other improvements from time to time located on the Land.

1.1.71 "Project Garage" shall have the meaning set forth in Section 4.5.1.

1.1.72 "Public Approvals" shall mean all municipal, state and federal regulatory approvals and agreements issued relative to the permitting, construction and development of the Premises and/or the Burnham Parcel (insofar as they are applicable to the Premises).

1.1.73 "RC Fitness Club Operator" shall have the meaning set forth in Section 10.2.2.

1.1.74 "RC Fitness Club Rights" shall have the meaning set forth in Section 10.2.2.

1.1.75 "RC Fitness Club Services Fees" shall have the meaning set forth in Section 10.2.2.

1.1.76 "RC Food/Beverage Operator" shall have the meaning set forth in Section 10.2.1.

1.1.77 "REA" shall mean that certain Amended and Restated Reciprocal Easement Agreement dated as of June 26, 2014 by and between MP Franklin Burnham Co LLC, a Delaware limited liability company, and MP Franklin Tower Co LLC, a Delaware limited liability company, and recorded with the Registry in Book 53151, Page 166.

1.1.78 "REA Garage Fee" shall have the meaning set forth in the REA.

1.1.79 "Registry" shall mean the Suffolk County, Massachusetts Registry of Deeds.

1.1.80 "Reserved Parking Right" shall have the meaning set forth in Section 8.1.3(A).

1.1.81 "Residential Club Area" shall mean (i) the Residential Limited Common Elements located on Floors 8 and 9 of the Building and shown on Sheets 8 and 9 of the Plans and (ii) the Tower Club Terrace and the Tower Club Terrace Improvements, which may be used by Residential Unit Owners, their tenants and guests in accordance with the Rules and Regulations and which is subject to certain rights of the Declarant pursuant to Section 10.2 below.

1.1.82 "Residential Club Rights" shall have the meaning set forth in Section 10.2.1.

1.1.83 "Residential Elevators" shall have the meaning set forth in Section 3.3.2.

1.1.84 "Residential Limited Common Elements" shall have the meaning set forth in Section 5.3.

1.1.85 "Residential Limited Common Expenses" shall have the meaning set forth in the Declaration of Trust.

1.1.86 "Residential Limited Common Percentage Interest" shall mean the undivided ownership interest of a Unit Owner in the Residential Limited Common Elements, as set forth on Exhibit B attached hereto and incorporated herein by reference, as the same may be adjusted from time to time as permitted herein.

1.1.87 "Residential Trustees" shall have the meaning set forth in the Declaration of Trust.

1.1.88 "Residential Units" shall have the meaning set forth in Section 4.2.1. The term "Residential Units" includes the initial Residential Units created upon the recordation of this Master Deed and any Residential Units created pursuant to Sections 4.7, 9.2, 9.3, 9.4 or 9.7 of this Master Deed or otherwise.

1.1.89 "Residential Unit Amendment" shall have the meaning set forth in Section 9.7.2.

1.1.90 "Residential Unit Owner" shall mean the Unit Owner of a Residential Unit.

1.1.91 "Roof" shall mean each of the Podium Roof and the Tower Roof.

1.1.92 "Rooftop Equipment" shall mean any equipment installed on the mechanical floor located above the GPH Unit or on the Tower Roof, such equipment to include, without limitation, cooling towers and other mechanical equipment, and antennas, receivers, transmitters and other devices and telecommunications equipment.

1.1.93 "Rules and Regulations" shall mean the rules and regulations enacted by the Trustees from time to time pursuant to the provisions of Chapter 183A and the Condominium Documents. The Rules and Regulations in effect as of the date hereof are attached as Schedule 1 to the Declaration of Trust.

1.1.94 "Service Elevators" shall have the meaning set forth in Section 3.3.2.

1.1.95 "Shared System" shall have the meaning set forth in the REA.

1.1.96 "Shared System Service" shall have the meaning set forth in the REA.

1.1.97 "Storage Licensing Right" shall have the meaning set forth in Section 5.5.17(A).

1.1.98 "Storage Spaces" shall have the meaning set forth in Section 5.5.17(A).

1.1.99 "Structural Canopies" shall mean structural canopies, parapet walls, wind screens, baffling devices and other wind mitigation measures constructed or attached to the Building from time to time.

1.1.100 "Taxes" shall have the meaning set forth in the Declaration of Trust.

1.1.101 "Tower Building Systems" shall have the meaning set forth in the REA.

1.1.102 "Tower Building Systems Easement" shall have the meaning set forth in Section 4.6.5.

1.1.103 "Tower Club Terrace" shall mean those portions of the Podium Roof depicted on Sheet 8 of the Plans (excluding the roof membrane and other structural elements located below the Tower Club Terrace).

1.1.104 "Tower Club Terrace Improvements" shall mean such improvements, if any, as may be constructed, installed or otherwise located on the Tower Club Terrace from time to time for the benefit of the Residential Unit Owners and in accordance with the REA.

1.1.105 "Tower Club Terrace Light and Air Easement" shall have the meaning set forth in Section 4.5.2.

1.1.106 "Tower Garage" shall have the meaning set forth in Section 4.5.1.

1.1.107 "Tower Penthouse Units" shall have the meaning set forth in Exhibit E.

1.1.108“Tower Reserved Light and Air Easement” shall have the meaning set forth in Section 4.6.8.

1.1.109“Tower Roof” shall mean the roof of the building located above the one (1) level mechanical penthouse located above Floor GPH of the Building.

1.1.110 “Trust” shall mean Millennium Tower Trust formed pursuant to the provisions of Chapter 183A to manage and regulate the Condominium, as more particularly described in Article 12.

1.1.111“Trustee(s)” shall mean the individual trustees of the Board, including the Commercial Trustee, the Residential Trustees and the Initial Trustee.

1.1.112“Unit(s)” shall mean the Residential Units and the Commercial Unit comprising the Condominium. The term “Unit(s)” shall also include (i) any Residential Unit created pursuant to Sections 9.2, 9.3, 9.4 or 9.7 or otherwise and (ii) any Commercial Units created from the existing Commercial Unit pursuant to Sections 9.2, 9.5 or 9.8 or otherwise.

1.1.113“Unit Owner” shall mean the record owner of any Unit.

1.1.114“Unit Terrace” shall mean any outdoor Residential Limited Common Element located adjacent to a Residential Unit that is accessible only from such Residential Unit and is open to the sky. For the avoidance of doubt, the Tower Club Terrace is not a Unit Terrace.

1.1.115“Unreserved Parking Right” shall have the meaning set forth in Section 8.1.3(D).

ARTICLE 2

NAME OF CONDOMINIUM

2.1 Name. The name of the Condominium shall be “**MILLENNIUM TOWER**”.

ARTICLE 3

DESCRIPTION OF THE LAND AND THE BUILDING

3.1 General Description. The Condominium consists of the Land and the Building comprising the Premises, each as more specifically described in this Article 3.

3.2 The Land. The “Land” is comprised of that certain land situated in the City of Boston, Suffolk County, Massachusetts described on Exhibit A attached hereto and incorporated herein by reference and as shown on the Plans. The Premises hereby submitted to Chapter 183A include, are subject to and have the benefit of all rights, easements, reservations and restrictions affecting the Premises, including, without limitation, the provisions of the REA and all Public Approvals.

3.3 The Building. The Building is a mixed-use building with three (3) below-grade levels, fifty-three (53) at and above-grade stories and a one (1) level mechanical penthouse, and contains approximately 918,302 square feet of gross floor area (as defined in the Boston Zoning Code). The subsurface and above-grade levels of the Building are shown on Sheets 1 through 59 of the Plans. The Floors of the Building as shown on the Plans and referred to in this Master Deed are not numbered consecutively. There are no Floors 4, 5, 6, 7, 13, 33 or 44.

3.3.1 The Building is constructed of cast in place concrete with an exterior of precast glass and metal and is situated on a foundation comprised of concrete on three sides. The fourth side of the foundation, located on the southwesterly side of the Building, has no continuous perimeter wall, and is interconnected (i) on Floors B-2 and B-3 with the two (2) level parking garage constructed on the Burnham Parcel and (ii) on Floor B-1 with certain space located on the Burnham Parcel, each in accordance with the REA. All floors are concrete. Most interior non-structural walls are metal stud with gypsum drywall. The Building contains three (3) loading docks at grade level on the southeastern side of the Building, and may contain one (1) or more trash dumpsters. The initial HVAC System is described in Exhibit E attached hereto.

3.3.2 The Building contains (a) six (6) passenger elevators (collectively, the "Residential Elevators"), comprised of (i) three (3) passenger elevators serving Floor 1 and Floors 8 through 32, (ii) three (3) passenger elevators serving Floor 1, Floor 8, Floor 9 and Floors 34 through GPH (one (1) of which also provides access to Floors B-1 through GPH and the unnumbered one (1) level mechanical penthouse located above Floor GPH to emergency responders in the event of an emergency), (b) two (2) service elevators (collectively, the "Service Elevators"), comprised of (i) one (1) service elevator serving Floor B-1, Floor 1, Floor 8, Floor 9, Floors 34 through GPH and the unnumbered one (1) level mechanical penthouse located above Floor GPH and (ii) one (1) service elevator serving Floors B-1 through 32, (c) one (1) passenger elevator (the "Garage Elevator") serving Floors B-3 through 1, (d) four (4) passenger and/or service elevators located in the Commercial Unit and serving Floor 1 and Floor 2 (the "Commercial Unit Elevators") and (e) two (2) escalators located in the Commercial Unit and serving Floor 1 and Floor 2 (the "Commercial Unit Escalators"). The terms "Residential Elevators", "Service Elevators", "Garage Elevator", "Commercial Unit Elevators" or "elevator" as used in the Condominium Documents shall mean and include all cabs, elevator doors, shafts, enclosures, cables, rails, hydraulic cylinders and other related equipment and areas appurtenant thereto.

ARTICLE 4

DESCRIPTION OF UNITS

4.1 Designation of Units. As of the recordation of this Master Deed, the Condominium contains the following: (A) four hundred forty-two (442) Residential Units and (B) one (1) Commercial Unit, all as more specifically described herein. The Units and the designation, locations, approximate area, number of rooms, Percentage Interests and immediately accessible Common Elements, if any, are described on Exhibit B attached hereto and made a part hereof and on the Plans. Each Unit has been measured in the manner provided in Exhibit B-1 attached hereto. The unit area figures set forth in Exhibit B attached hereto (Y) include the areas of any Balconies adjacent to individual Residential Units (measured to the interior limit of the

glass portion of the railing comprising the exterior perimeter of such Balcony) and (Z) do not include the areas of any Unit Terraces or the areas of any Storage Spaces. The measurements and the demising lines shown on the Plans and in the description of the Unit boundaries described in Exhibit B-1 may not correspond exactly to the descriptions in this Article 4 delineating ownership, and in the event of any such discrepancy, the provisions of this Article 4 shall govern.

4.2 Residential Units.

4.2.1 Description. As of the date hereof, the Condominium contains four hundred forty-two (442) individual dwelling units (each, a "Residential Unit", and collectively, the "Residential Units") to be used for residential purposes, and uses accessory thereto, as more particularly set forth in this Master Deed. The Residential Units are located on Floor 10 through Floor GPH of the Building, as more particularly shown on Sheets 10 through 57 of the Plans. The Declarant has reserved the right (but not the obligation) to subdivide any one or more Residential Units into separate Residential Units as set forth in this Master Deed.

4.2.2 Boundaries. The boundaries of each of the Residential Units, in relationship to (a) the other Units and (b) the Common Elements, are shown on the Plans, and are described as follows:

(A) Floors: The top surface of the unfinished concrete floor slab.

(B) Ceilings: The unfinished lower surfaces of the structural elements, deck, fireproofing or building utilities above, and in those portions of the Unit that contain gypsum wallboard ceilings, the plane of the ceiling framing.

(C) Interior Walls Between Units and Between Units and Common Elements:

(i) For demising walls between Units or between a Unit and Common Elements, the centerline of such wall.

(ii) For structural walls between Units or between a Unit and Common Elements, the face of the structural wall closest to the interior of the Unit.

(D) Exterior Building Walls, Windows and Doors: The plane described by (a) the interior limit of the glass portion of the curtain wall system comprising the exterior perimeter of the Building and (b) the interior limit of the glass portion of the exterior doors and windows, in each case excluding all handles, hinges, framing, mullions and other hardware that are part of the exterior perimeter, doors and/or windows adjacent to the Unit (which are General Common Elements, as provided in Section 5.2.12);

(E) Doors Leading From Unit To Interior Hallways: The exterior surface thereof, including door frames and door glass, such doors being part of the Unit.

4.2.3 Residential Units Include. Included as part of each Residential Unit are:

- (A) the front entrance door to the Unit (including the doorbell to such Unit);
- (B) the interior surface of all windows in such Unit;
- (C) interior ceilings and floor coverings;
- (D) air-conditioning, heating and ventilation equipment and components serving only the Unit, whether located within or outside the designated boundaries of such Unit, including without limitation, the heat pump units in each Unit and the piping, vents, conduits, elements, wiring and equipment appurtenant to such heat pump units (collectively, the "Heat Pumps");
- (E) interior staircases within the Unit, if any; and

(F) subject to the following sentence, all space, interior partitions, other enclosures, soundproofing, fixtures and improvements (including, without limitation, sinks, bathtubs and other plumbing facilities, refrigerators, ovens and other appliances and pipe chases, chutes, flues, ducts, conduits, cooking exhaust hoods, and wires serving only the Unit) within the designated boundaries of the Unit. Notwithstanding the foregoing, if any soundproofing materials, pipes, wires, conduits, other building services and equipment (and any related pipe chases, shafts, flues, vents or other enclosures) are partially within and partially outside of the designated boundaries of a Unit, any portion thereof exclusively serving that Unit shall be deemed a part of that Unit; any portion thereof serving two or more Units shall be either (i) a Residential Limited Common Element if it serves only Residential Units or (ii) a General Common Element if it serves a Residential Unit and a Commercial Unit.

(G) Fireplaces. With respect to any Residential Units with a fireplace (whether vented or ventless), the applicable Residential Unit Owner, at its sole cost and expense, shall inspect, clean, maintain, repair and replace any flues, chimneys and vents used in connection with such fireplace, and the Trustees reserve the right to require each Residential Unit Owner owning a Residential Unit with a fireplace to undertake regular inspections and maintenance of the fireplace and any associated flues, chimneys and vents. If the Residential Unit Owner fails to undertake its obligations described in the immediately foregoing sentence, then the Trustees shall have the right to undertake the same, and the cost and expense thereof shall be a Common Charge payable by such Residential Unit Owner.

4.3 Commercial Unit.

4.3.1 Description. As of the date hereof, the Condominium contains one (1) Unit to be used for retail uses, restaurant uses, other commercial uses and/or residential uses, and uses ancillary thereto, as more particularly set forth in this Master Deed (the "Commercial Unit"). The Commercial Unit contains approximately 76,949 square feet of gross floor area (as defined in the Boston Zoning Code) and is located on portions of Floor B-1 and Floor 1 and on Floors 2 through 3 of the Building, as more particularly shown on Sheets 3, 4, 5, 6 and 7 of the

Plans. The Declarant has reserved the right (but not the obligation) to subdivide the Commercial Unit into individual Commercial Units as set forth in this Master Deed.

4.3.2 Boundaries. The boundaries of the Commercial Unit, in relationship to (a) the other Units and (b) the Common Elements, are shown on the Plans, and are described as follows:

- (A) Floors: The top surface of the unfinished concrete floor slab.
- (B) Ceilings: The unfinished lower surfaces of the structural elements, deck, fireproofing or building utilities above.
- (C) Interior Walls and Doors Separating the Commercial Unit from other Units or Common Elements:
 - (i) For demising walls between Units or between a Unit and Common Elements, the centerline of such wall.
 - (ii) For structural walls between Units or between a Unit and Common Elements, the face of the structural wall closest to the interior of the Unit.
- (D) Exterior Walls: The plane described by the interior limit of the curtain wall system comprising the exterior perimeter of the Building.
- (E) Exterior Doors: The outer surface of the exterior doors leading from the Commercial Unit to the exterior of the Building, and the door frame, the door glass, if any, the door handle and the threshold that lies partially within and partially outside of the Commercial Unit.

4.3.3 Commercial Unit Includes. Included as part of the Commercial Unit are the Commercial Unit Elevators, the Commercial Unit Escalators, all non-structural walls within the Commercial Unit and all utility lines, pipe chases, conduits, ducts, shafts, pipes, plumbing, wiring, chimneys, flues, vents, equipment, fixtures, machinery, furnishings, landscaping and other services, other enclosures, facilities and equipment for the furnishing of utilities or services exclusively used in connection with the Commercial Unit, including, without limitation, any heating, ventilation and air conditioning system exclusively serving the Commercial Unit, but excluding any such items located in any portion of the Building contributing to the structure or support thereof. Notwithstanding the foregoing, any soundproofing materials, pipes, wires, conduits, other building services and equipment (and any related pipe chases, shafts, flues, vents or other enclosures) located within the Commercial Unit that serve more than one Unit shall be part of the General Common Elements, unless expressly designated herein as part of a Unit or a Residential Limited Common Element.

4.4 Appurtenant Rights to Common Elements.

4.4.1 General Common Elements. Each Unit Owner shall have the exclusive right and easement, in common with all other Unit Owners, to use the General Common Elements, wherever located (including, without limitation, General Common Elements located

within other Units), together with the undivided General Common Percentage Interests as set forth in Exhibit B attached hereto, as the same may be amended from time to time, excepting those portions of the General Common Elements with respect to which an exclusive easement has been granted to another Unit Owner or third party, if any.

4.4.2 Residential Limited Common Elements. Each Residential Unit Owner shall have the exclusive right and easement, in common with all other Residential Unit Owners, to use all Residential Limited Common Elements, wherever located, that serve such Residential Unit Owner's Unit, together with the undivided Residential Limited Common Percentage Interests as set forth in Exhibit B attached hereto, as the same may be amended from time to time, excepting those portions of the Residential Limited Common Elements with respect to which an exclusive easement or other exclusive use has been granted to another Residential Unit Owner or third party, if any.

4.4.3 Commercial Limited Common Elements. The Commercial Unit Owner shall have the exclusive right and easement, in common with all other Commercial Unit Owners, to use all Commercial Limited Common Elements, wherever located, that serve such Commercial Unit Owner's Unit, together with the undivided Commercial Limited Common Percentage Interests as set forth in Exhibit B attached hereto, as the same may be amended from time to time, excepting those portions of the Commercial Limited Common Elements with respect to which an exclusive easement or other exclusive use has been granted to another Commercial Unit Owner or third party, if any.

4.5 Additional Appurtenant Rights of Residential Units. The Residential Units shall have the following additional appurtenant rights and interests:

4.5.1 Project Garage. As contemplated by the REA, the portions of Floors B-2 and B-3 of the Building (and the vehicular entrance/exit ramp serving such portions) shown on Sheets 1 and 2 of the Plans are to be used primarily for the parking of automobiles belonging to the Declarant, Residential Unit Owners, the Trust, their respective tenants, employees, invitees and licensees and certain other parties in accordance with the Condominium Documents and the REA (the "Tower Garage") and have been designed and are interconnected with the second and third floors below grade of the building located on the Burnham Parcel (the "BB Garage") so as to permit the Tower Garage and the BB Garage to be operated as a single parking garage (the "Project Garage"), including by sharing common access and egress through a central vehicular entrance/exit ramp located in the Building. Each of the Tower Garage and BB Garage is referred to as an "Individual Garage". The REA sets forth the rights and obligations, covenants, restrictions, benefits and burdens and grants of easements of each "Owner" (as defined therein) of an Individual Garage with regard to the construction, operation, maintenance, repair, replacements and restoration of the Project Garage.

(A) Rights and Obligations. All affirmative benefits and burdens, rights and obligations, covenants, easements and restrictions of the "Owner" (as such term is used in the REA) of the Tower Garage with respect to the Tower Garage and the Project Garage shall be assumed and undertaken by the Residential Trustees on behalf of the Residential Unit Owners, except that (i) all such matters with respect to those portions of the Project Garage that are General Common Elements shall be assumed and undertaken by the Trustees on behalf of all

Unit Owners (i.e., not solely by the Residential Trustees on behalf of the Residential Unit Owners) and (ii) provided that the foregoing shall not be deemed to limit the obligations of the other Unit Owners and the Trustees with respect to other aspects of the REA, as more specifically set forth in this Master Deed. All rights of the "Owner" (as such term is used in the REA) of the Tower Garage with respect to the Tower Garage and the Project Garage under the REA, including, without limitation, all rights to vote, grant approvals, enforce, amend and make decisions with respect to the Tower Garage and the Project Garage as an "Owner" (as such term is used in the REA), shall be granted, denied, exercised or made by the Residential Trustees, without any obligation to consult with or inform the Commercial Trustee or any other party, except that (i) all such rights with respect to those portions of the Project Garage that are General Common Elements shall be granted, denied, exercised or made by the Trustees on behalf of all Unit Owners (i.e., not solely by the Residential Trustees on behalf of the Residential Unit Owners) and (ii) the Residential Trustees may not amend the REA with respect to the Tower Garage or the Project Garage in any manner that imposes additional obligations, fees or charges on the Commercial Unit Owner without the prior written approval of the Commercial Unit Owner.

(B) Costs and Expenses. All costs, expenses, charges or other amounts assessed to or required to be paid by the "Owner" (as such term is used in the REA) of the Tower Garage shall be paid to the Trustees by those Residential Unit Owners that have one or more Parking Rights in accordance with the Declaration of Trust, except that all such costs, expenses, charges or other amounts with respect to those portions of the Project Garage that are General Common Elements shall be Common Charges payable to the Trustees by each Unit Owner in accordance with such Unit Owner's General Common Percentage Interest. Pursuant to the Declaration of Trust, all "Project Garage Revenue" (as such term is used in the REA) and the Burnham Parking Fee shall be collected by the Trustees as agent for and on behalf of the Residential Unit Owners and applied by the Trustees from time to time to offset those Garage Costs that are payable by Residential Unit Owners that have one or more Parking Rights or held in reserve for operating expenses for the benefit of such Residential Unit Owners.

4.5.2 Tower Club Terrace Easement for Light and Air. Pursuant to the REA, the Tower Club Terrace is subject to a non-exclusive easement for light and air in favor of the BB Owner (the "Tower Club Terrace Light and Air Easement"). The REA sets forth certain rights and obligations, covenants, restrictions, benefits and burdens and grants of easements of the "Tower Owner" (as defined therein) with regard to the use of the portions of the Tower Club Terrace that are subject to such Tower Club Terrace Light and Air Easement.

(A) Rights and Obligations. All affirmative benefits and burdens, rights and obligations, covenants, easements and restrictions of the "Tower Owner" (as such term is used in the REA) with respect to the Tower Club Terrace Light and Air Easement shall be assumed and undertaken by the Residential Trustees on behalf of the Residential Unit Owners, provided that the foregoing shall not be deemed to limit the obligations of the other Unit Owners and the Trustees with respect to other aspects of the REA, as more specifically set forth in this Master Deed. All rights of the "Tower Owner" (as such term is used in the REA) with respect to the Tower Club Terrace Light and Air Easement, including, without limitation, all rights to vote, grant approvals, enforce, amend and make decisions with respect to the portions of the Tower Club Terrace that are subject to such Tower Club Terrace Light and Air Easement,

shall be granted, denied, exercised or made by the Residential Trustees, without any obligation to consult with or inform the Commercial Trustee or any other party, provided, however, that the Residential Trustees may not amend the REA with respect to the portions of the Tower Club Terrace that are subject to such Tower Club Terrace Light and Air Easement in any manner that imposes additional obligations, fees, charges or restrictions on the Commercial Unit Owner without the prior written approval of the Commercial Unit Owner.

(B) Costs and Expenses. All costs, expenses, charges or other amounts assessed to or required to be paid by the "Tower Owner" (as such term is used in the REA) with respect to the portions of the Tower Club Terrace that are subject to such Tower Club Terrace Light and Air Easement shall be Residential Limited Common Expenses.

4.6 Additional Appurtenant Rights of Commercial Unit. The Commercial Unit has the following additional appurtenant rights and interests:

4.6.1 Generally. Subject to Section 4.6.4, the right and easement from time to time at its sole cost and expense to erect, affix, place, maintain, repair, replace and remove signs (which may include neon or LED signs or other flashing displays permitted by applicable Legal Requirements and subject to the Rules and Regulations), awnings, lights (including seasonal lighting and displays), lighting fixtures, planters, trash receptacles, patio furniture and other furniture, fixtures and equipment necessary for outdoor dining, and facilities and other promotional materials or items (including, without limitation, so-called "sandwich" board signage) in or on (i) any of the exterior features of the Commercial Unit or (ii) any of the Common Elements located on Floor 1 of the Building and immediately adjacent to the Commercial Unit, provided that (A) such items are reasonably related to the business operations of the Commercial Unit (including, without limitation, the tenants and licenses thereof), (B) such items conform to all Legal Requirements governing the same and are compatible with the architectural integrity and first-class appearance, quality and operation of the Building and take into account the residential nature of the Condominium, (C) such items do not unreasonably interfere with the use and enjoyment of the Residential Units, and (D) the Trustees shall also have the right to install directional signage, identification of the Commercial Unit, and seasonal lighting and displays in and on the General Common Elements of the Building located on Floor 1.

4.6.2 Exterior Building Elements. Subject to Section 4.6.4, the non-exclusive right and easement to alter, modify or replace (i) exterior windows, doors, storefronts, signs and awnings of or located adjacent to the Commercial Unit (regardless of whether or not the same are deemed Common Elements), including without limitation the replacing of such windows, doors, storefronts, signs and awnings with other such structures and the installing of any necessary tracks or appurtenances in connection therewith, (ii) all thresholds that lie partially within and partially outside of the Commercial Unit (regardless of whether or not the same are deemed Common Elements), and (iii) any portions of the Building located in or adjacent to the Commercial Unit (regardless of whether or not the same are deemed Common Elements) to the extent necessary or desirable (as determined in the Commercial Unit Owner's sole discretion) to permit the Commercial Unit to interconnect all or any portion of the Commercial Unit to any adjacent structure located from time to time on the Burnham Parcel. Any such alteration, modification or replacement shall comply with all Legal Requirements. The Commercial Unit

Owner shall be responsible for the incremental cost arising from the cleaning, maintenance, repair and replacement, at its sole cost and expense, of all such exterior windows (including, without limitation, all aluminum framing that borders such exterior glass) windows, doors, storefronts, signs, awnings or other modifications to the extent altered, modified or replaced by the Commercial Unit Owner. Additionally, to the extent that the Commercial Owner may from time to time elect by written notice to the Trustees (which notice may be given or withdrawn at any time upon reasonable notice), the Commercial Unit Owner shall have the right and easement to clean, maintain, repair or replace, at its sole cost and expense, any or all windows, doors, storefronts, signs, awnings or other modifications located adjacent to the Commercial Unit, in each case to the extent set forth in such written notice; otherwise the obligation to clean, maintain, repair or replace such windows, doors, storefronts, signs, awnings or other modifications shall be an obligation of the Trustees and a Common Expense.

4.6.3 Exterior Spaces. Without obtaining the consent of the Trustees, the right (but not the obligation) (i) to take any and all action required in order to obtain any required approvals from the City of Boston to convert any street frontage on Washington Street or Hawley Street adjacent to the Building (but excluding the Drop-Off Area) into a valet parking area or other limited traffic zone, and (ii) to operate an outdoor space on the portion of the sidewalk that is a Common Element, which is adjacent to the Commercial Unit and on any portion of the sidewalk open to the public; provided, however, the Commercial Unit Owner (a) complies with all Legal Requirements and (b) obtains all required permits and approvals.

4.6.4 Prior Consent.

(A) For so long as the Declarant owns a Unit in the Condominium, any Commercial Unit Owner exercising its rights under Sections 4.6.1, 4.6.2 and/or 4.6.3 shall submit plans and specifications of such proposed installation or use to the Declarant and shall obtain the prior written consent of the Declarant therefor. In connection with granting such consent, the Declarant may require the Commercial Unit Owner to enter into a written agreement with the Trustees (or, once the Declarant is no longer exercising its rights under this Section 4.6.4, the Trustees may require that the Commercial Unit Owner enter into a commercially reasonable written agreement with the Trustees) governing the construction and maintenance of such installation, including, without limitation, the right to require such Commercial Unit Owner to obtain lien payment and performance bonds and the right to require such Commercial Unit Owner to pay for the reasonable costs and expenses of the Trust in connection with its review of such proposed work and preparation of such written agreement. If and when the Declarant no longer owns a Unit (or if the Declarant relinquishes this reserved right upon written notice to the Trustees, in its sole and absolute discretion), such Commercial Unit Owner shall obtain the prior written consent of the Trustees for such installations in accordance with Section 4.6.4(B) below and shall provide plans and specifications of such proposed installations to the Trustees; provided, however, (A) with respect to the replacement of any such signs, awnings, lights (including seasonal lighting and displays), lighting fixtures, planters, trash receptacles and facilities and other promotional materials or items (including, without limitation, so-called "sandwich" board signage), the Commercial Unit Owner shall not be obligated to obtain the Trustees' consent if such replacements are substantially similar to such items previously approved by the Declarant or the Trustees, as the case may be and (B) the Trustees' consent shall

not be required for any patio furniture and other furniture, fixtures and equipment used in connection with outdoor dining.

(B) The Trustees' right to consent to such installations by a Commercial Unit Owner under this Section 4.6.4 shall be strictly limited to the right to review, approve and comment on such plans and specifications (i) to the extent such installations may adversely affect the mechanical or structural integrity of the Building, (ii) other than with respect to (a) the Tower Building Systems and Shared System (or applicable portions thereof) and (b) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements, to the extent such installations may adversely affect Building Systems, (iii) to confirm compliance of any such installation with Legal Requirements, and (iv) with respect to any installations on the Podium Roof, (x) to reasonably approve any screening proposed by the Commercial Unit Owner and (y) to confirm that the proposed location of such installations is in the area(s) designated by the Trustees for such rooftop installations. The Trustees shall promptly grant their consent to any such proposed installations unless the Trustees reasonably determine that such installations do not meet the limited requirements of their review, as set forth in the immediately foregoing clauses (i) through (iv). If the Trustees deny their consent, they shall promptly provide written notice of such determination to such Commercial Unit Owner stating the reasons for such determination. Such Commercial Unit Owner shall have the right to revise such plans and specifications in order to conform to such written determination of the Trustees and to mitigate any such adverse effects and proceed with constructing such installations without the further consent of the Trustees. Moreover, the Trustees shall not be permitted to revoke or place any conditions upon any prior consent of the Declarant to any Commercial Unit Owner which has exercised its rights under Sections 4.6.1, 4.6.2, and/or 4.6.3. Notwithstanding the foregoing, any Commercial Unit Owner that is also the Declarant shall not be required to comply with the terms and provisions of this paragraph.

4.6.5 Tower Building Systems. Pursuant to the REA, portions of the Burnham Parcel are subject to a non-exclusive easement in favor of the "Tower Owner" (as such term is used in the REA) to install, maintain, repair, replace, access and use certain Tower Building Systems (the "Tower Building Systems Easement"). The REA sets forth certain rights and obligations, covenants, restrictions, benefits and burdens and grants of easements of the "Tower Owner" (as such term is used in the REA) with regard to the use of the portions of the Burnham Parcel that are subject to such Tower Building Systems Easement.

(A) Rights and Obligations. All affirmative benefits and burdens, rights and obligations, covenants, easements and restrictions of the "Tower Owner" (as such term is used in the REA) with respect to the Tower Building Systems Easement shall be assumed and undertaken by the Commercial Unit Owner, provided that the foregoing shall not be deemed to limit the obligations of the other Unit Owners and the Trustees with respect to other aspects of the REA, as more specifically set forth in this Master Deed. All rights of the "Tower Owner" (as such term is used in the REA) with respect to the Tower Building Systems Easement, including, without limitation, all rights to vote, grant approvals, enforce, amend and make decisions with respect to such exercise of the Tower Building Systems Easement, shall be granted, denied, exercised or made by the Commercial Unit Owner, without any obligation to consult with or inform the Trustees or any other party, provided, however, that the Commercial Unit Owner may not amend the REA with respect to the Tower Building Systems Easement or exercise the Tower

Building Systems Easement in any manner that imposes additional obligations, fees or charges on the Residential Unit Owners without the prior written approval of the Trustees.

(B) Costs and Expenses. All costs, expenses, charges or other amounts assessed to or required to be paid by the "Tower Owner" (as such term is used in the REA) in connection with the Tower Building Systems Easement or the use thereof shall be Commercial Limited Common Expenses.

4.6.6 Shared System. Pursuant to the REA, the BB Owner has certain obligations to install and maintain the Shared System and furnish or cause to be furnished the Shared System Service to certain portions of the Building. The REA sets forth certain rights and obligations, covenants, restrictions, benefits and burdens and grants of easements of the "Tower Owner" (as such term is used in the REA) with regard to the Shared System.

(A) Rights and Obligations. All affirmative benefits and burdens, rights and obligations, covenants, easements and restrictions of the "Tower Owner" (as such term is used in the REA) with respect to the Shared System and Shared System Service shall be assumed and undertaken by the Commercial Unit Owner, provided that the foregoing shall not be deemed to limit the obligations of the other Unit Owners and the Trustees with respect to other aspects of the REA, as more specifically set forth in this Master Deed. All rights of the "Tower Owner" (as such term is used in the REA) with respect to the Shared System and Shared System Service, including, without limitation, all rights to vote, grant approvals, enforce, amend and make decisions with respect to such portions of the Shared System and Shared System Service, shall be granted, denied, exercised or made by the Commercial Unit Owner, without any obligation to consult with or inform the Trustees or any other party, provided, however, that the Commercial Unit Owner may not amend the REA with respect to the Shared System and Shared System Service or exercise any rights with respect thereto in any manner that imposes additional obligations, fees or charges on the Residential Unit Owners without the prior written approval of the Trustees.

(B) Costs and Expenses. All costs, expenses, charges or other amounts assessed to or required to be paid by the "Tower Owner" (as such term is used in the REA) in connection with the Shared System and Shared System Service or the use thereof shall be Commercial Limited Common Expenses.

4.6.7 Commercial Trash Storage Area. The non-exclusive right and easement, with the consent of the Trustees, to create a Commercial Limited Common Element in any trash rooms on Floor 1 of the Building or in an area on the loading dock in the Building to be used for the storage, maintenance and placement of trash receptacles, including compacting or deflating receptacles, for the exclusive use of the Commercial Unit, and to hard wire such trash compacting or deflating receptacles to the Building's electrical system. The Trustees shall grant their consent to the creation of such Commercial Limited Common Element unless the Trustees reasonably determine that the establishment of such an exclusive use area (i) would materially and adversely impact the trash and recycling operations serving the Residential Units or (ii) would materially and adversely affect the loading operations of the Building or (iii) would cause the Building to not be in compliance with Legal Requirements. Upon obtaining the Trustees' consent, but without requiring the consent of any Unit Owner or

Mortgagee, the Commercial Unit Owner, at its sole cost and expense, may amend this Master Deed and the Plans to depict such exclusive use area as a Commercial Limited Common Element. By acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from another party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner's attorney-in-fact the Commercial Unit Owner to make such amendment in furtherance of its rights under this Section 4.6.7, and, to the extent such execution may be required by applicable Legal Requirements, to execute any such amendment on such Unit Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

4.6.8 Easement for Tower Reserved Light and Air Space. Pursuant to the REA, portions of the Podium Roof are subject to a non-exclusive easement for light and air in favor of the BB Owner (the "Tower Reserved Light and Air Easement"). The REA sets forth certain rights and obligations, covenants, restrictions, benefits and burdens and grants of easements of the "Tower Owner" (as defined therein) with regard to the use of the portions of the Podium Roof that are subject to such Tower Reserved Light and Air Easement.

(A) Rights and Obligations. All affirmative benefits and burdens, rights and obligations, covenants, easements and restrictions of the "Tower Owner" (as such term is used in the REA) to, subject to the provisions of the REA, install or construct within the Tower Reserved Light and Air Easement Building Systems (as such term is defined in the REA), utility equipment or other roof structures or penetrations are hereby delegated to the Commercial Trustee and shall be assumed and undertaken by the Commercial Trustee on behalf of the Commercial Unit Owner, provided that the foregoing shall not be deemed to limit the obligations of the other Unit Owners and the Trustees with respect to other aspects of the REA, as more specifically set forth in this Master Deed. All rights of the "Tower Owner" (as such term is used in the REA) to, subject to the provisions of the REA, install or construct within the Tower Reserved Light and Air Easement Building Systems (as such term is defined in the REA), utility equipment or other roof structures or penetrations with respect to the Tower Reserved Light and Air Easement, including, without limitation, all rights to vote, grant approvals, enforce, amend and make decisions with respect to the Tower Reserved Light and Air Easement, shall be granted, denied, exercised or made by the Commercial Trustee, without any obligation to consult with or inform the Residential Trustees or any other party, provided, however, that the Commercial Trustee may not amend the REA with respect to the foregoing rights in any manner that imposes additional obligations, fees or charges on the Residential Trustees without the prior written approval of a majority of the Residential Trustees.

(B) Costs and Expenses. All costs, expenses, charges or other amounts assessed to or required to be paid by the "Tower Owner" (as such term is used in the REA) with respect to the Tower Reserved Light and Air Easement arising from the Commercial Trustee's exercise of its rights under this Section 4.6.8 on behalf of the Commercial Unit Owner shall be Commercial Limited Common Expenses.

4.6.9 Easement Appurtenant to GPH Unit. Subsequent to the date of recording of this Master Deed, the Declarant, in accordance with Section 4.7 of the Master Deed, intends to incorporate into the GPH Unit the existing corridor, which is a Residential Limited Common

Element and is depicted as a Residential Limited Common Element on the GPH Floor Plan (the “GPH Corridor”). Accordingly, following such incorporation, the GPH Corridor shall be part of the GPH Unit, and not a Residential Limited Common Element, and may be used and enjoyed by the GPH Unit Owner to the fullest extent permitted by this Master Deed as if the GPH Corridor was originally part of the GPH Unit. Notwithstanding the immediately foregoing sentence, in the event the GPH Unit is ever subdivided, the Unit Owner of the GPH Unit shall, and there is reserved to the Unit Owner of the GPH Unit an easement to, either reinstall and reconstruct the GPH Corridor as a Residential Limited Common Element in the same location as that shown on the GPH Floor Plan, or may relocate the GPH Corridor, all as more particularly described in Section 9.4 below.

4.7 Units Owned by Declarant. Without limiting any other rights of the Declarant in this Master Deed, so long as a Unit is owned by the Declarant, the boundaries of such Declarant-owned Unit may be changed, modified, combined or subdivided and portions of the Unit may be re-designated as Common Elements and portions of the Common Elements may be incorporated into any Units so changed, modified, combined or subdivided solely in the discretion of the Declarant, and without the consent of the Trustees or any other Unit Owner, provided the same is in accordance with the mandatory provisions of Chapter 183A and does not materially and adversely affect any other Unit Owner’s use and enjoyment of its Unit and further provided that in connection with exercising its rights under this Section 4.7 or Article 9 hereof, there shall always continue to exist a Unit referred to as the Commercial Unit. By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner’s attorney-in-fact the Declarant to make, from time to time, any and all amendments to this Master Deed or to the Declaration of Trust or both in furtherance of the Declarant’s rights under this Section 4.7, and, to the extent such execution may be required by applicable Legal Requirements, to execute any such amendment on such Unit Owner’s behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

4.8 Access Panel Units. Included within the Access Panel Units are one or more access panels that provide access to certain equipment and systems, including without limitation heating, ventilation and air conditioning equipment, the dryer exhaust system and the plumbing system, that serve other Units or the Common Elements in the Building. The Trustees and the Condominium Managing Agent, and each of the foregoing’s contractors, employees and representatives, shall have the right and easement at any time to enter the Access Panel Units in order to maintain, repair or replace the equipment and systems served by the access panel(s) located within the Access Panel Units, and the Unit Owner or tenant of any Access Panel Unit shall unconditionally allow such access as and when and for so long as required by the Trustees or the Condominium Managing Agent. There shall be no limitations on the scope, frequency or duration of such access under this Section 4.8, provided, however, that the Trustees and the Condominium Managing Agent shall use reasonable efforts to minimize interference with such Unit Owner’s or tenant’s use and occupancy of the Unit. As used in the immediately foregoing sentence, the term “reasonable efforts” shall not require the Trustees or the Condominium Managing Agent to perform any work outside of normal business hours (i.e., 9:00 am to 5:00 pm on weekdays) nor shall it require the Trustees or the Condominium Managing Agent to incur overtime costs or charges.

ARTICLE 5

COMMON ELEMENTS

5.1 In General. The common areas and facilities of the Condominium consist of (a) the General Common Elements, (b) the Residential Limited Common Elements and (c) the Commercial Limited Common Elements.

5.2 Description of General Common Elements. The “General Common Elements” are those areas and facilities of the Condominium that are for the common use of all Unit Owners, subject to the rights of the Declarant and all other rights and easements created by this Master Deed and all matters of record. The General Common Elements exclude any portion of the Premises that are designated as Residential Limited Common Elements pursuant to Section 5.3 below or that are designated as Commercial Limited Common Elements pursuant to Section 5.4 below. Except as otherwise specifically set forth in this Master Deed or the Declaration of Trust, the General Common Elements shall be maintained, operated, repaired and replaced by the Trustees in a first-class condition and all costs and expenses thereof shall be assessed among the Unit Owners in accordance with each Unit Owner’s General Common Percentage Interest as set forth on Exhibit B attached hereto. As of the date of recording of this Master Deed, the General Common Elements consist of the following:

5.2.1 The Land and the air space above and around the Building (excluding the Drop-Off Area and the Tower Club Terrace) and the rights of the Declarant, if any, in and to the street or sidewalk areas bordering the Land, together with the benefit of and subject to the Public Approvals and all other rights and easements created by this Master Deed and all matters of record (except as otherwise specifically provided in this Master Deed).

5.2.2 The exterior landscaping, lighting fixtures and equipment, planters, benches, trash receptacles and other improvements located on the Land (excluding (i) the Tower Club Terrace Improvements and any such improvements located within the Drop-Off Area, each of which are Residential Limited Common Elements, and (ii) those items placed on the Land by the Commercial Unit Owner or its tenants in accordance with Section 4.6.1).

5.2.3 The foundations, footings, columns, interior concrete core and structural walls, girders, bulkheads, beams and supports, the Podium Roof and associated roof membrane and roof screens, the Tower Roof and associated roof membrane and roof screens, Structural Canopies, the window walls and other exterior cladding (including storefronts, decorative glass, non-Building standard glass walls and awnings), all structural and load bearing interior walls of the Building and those portions of the floors, exterior and interior building walls and ceilings that are not included within the boundaries of the Units as described in Article 4, including, without limitation, the floors and deck (including any so-called “membrane” or other type of surface waterproof coating) of the Project Garage, any expansion joints in the Project Garage, the so-called “core and shell” of the Project Garage, including any Structural Supports (as that term is defined in the REA) located in the Project Garage (but, with respect to any such “core and shell” and Structural Supports that are located within the BB Garage, only to the extent that the “Tower Owner” (as such term is used in the REA) has rights or obligations under the REA with respect thereto) and all other structural components of the Tower Garage.

5.2.4 All stairwells, corridors leading from such stairwells and hatches leading from such stairwells to the Tower Roof or the Podium Roof.

5.2.5 The fire command center room located on Floor 1 of the Building, the sprinkler system, the fire alarm and suppression systems and the control panels and rooms thereof.

5.2.6 Telephone and data transmission equipment, conduit, cabling, wiring, antennas, transmitters and related devices which serve more than one Unit and which are not owned by any individual Unit, and the space in which such equipment is housed, excluding, however, any of the foregoing which are included as part of a Unit or are a Residential Limited Common Element or a Commercial Limited Common Element.

5.2.7 The on-site manager's apartment, if any, as more particularly set forth in Section 5.5.14.

5.2.8 The management office, operations office, security office, building engineer's office, workshop(s), housekeeping room, locker rooms and showers for Building employees, if any, but excluding facilities solely for the employees of the Commercial Unit Owner.

5.2.9 Except as set forth in Sections 5.3 or 5.4, the common halls and corridors, telecommunications rooms, janitor and custodian closets, trash and recycling rooms located on Floor 1 of the Building, trash compactors, entrances, exits, loading/receiving bays, service vestibules, and mechanical rooms serving the Condominium as designated on the Plans.

5.2.10 Any Building System and all pipe chases, conduits, ducts, shafts, pipes, plumbing, cabling, wiring, chimneys, flues, equipment, fixtures, machinery, furnishings, transformer vaults, electric closets, oil tank storage, water heater closets and other facilities for the furnishing of utilities and services that are not (i) included as part of a Unit, (ii) a Residential Limited Common Element or (iii) a Commercial Limited Common Element.

5.2.11 The Bicycle Storage Area.

5.2.12 All exterior portions of the Building, including all portions of glass, window wall, windows, doors or other glazing and all handles, hinges, framing, mullions and other hardware that are part of the exterior perimeter doors and/or windows (subject to the Commercial Unit Owner's rights to alter, modify or replace the same pursuant to Section 4.6.2 above), but excluding Balconies, Unit Terraces, the Tower Club Terrace and the Tower Club Terrace Improvements, all of which are Residential Limited Common Elements as further described in Section 5.3.

5.2.13 The Garage Elevator and the elevator lobbies therefor.

5.2.14 Except as otherwise explicitly set forth in this Master Deed, all other installations which are used by (i) one or more Residential Units and (ii) one or more Commercial Units.

5.2.15 All other portions of the Condominium designated as General Common Elements on the Plans.

5.3 Description of Residential Limited Common Elements. The “Residential Limited Common Elements” are those areas and facilities of the Condominium that are designated for the exclusive use of the Residential Unit Owners and shall serve only the Residential Units (subject to the Declarant’s reserved rights contained herein and any other provision of this Master Deed that grants rights to non-Residential Unit Owners in and to the Residential Limited Common Elements). The cost and expenses relating to the cleaning, maintenance, repair, and replacements of the Residential Limited Common Elements shall be payable by the Residential Unit Owners only in accordance with their Residential Limited Common Percentage Interest set forth on Exhibit B attached hereto (except for those cleaning, maintenance, repair and replacement obligations which are explicitly designated to a Residential Unit Owner, including, without limitation, those obligations relating to such Residential Unit Owner’s Balconies or Unit Terraces, if any, which shall be undertaken at the sole cost and expense of such Residential Unit Owner and in accordance with Section 6.9 of the Declaration of Trust). As of the date of recording of this Master Deed, the Residential Limited Common Elements consist of the following:

5.3.1 The Project Garage (including, without limitation, all rights and obligations of the “Tower Owner” (as such term is used in the REA) with respect the BB Garage, as more specifically set forth in Section 4.5.1) and all Parking Rights held by the Trust, but excluding the structural components of the Project Garage described in Section 5.2.3 (which are General Common Elements).

5.3.2 Balconies and Unit Terraces (including the structural floor, the railings enclosing such Balconies and Unit Terraces, the stanchions and supports for such railings, and lighting fixtures) that are shown on the Plans to be adjacent to certain Residential Units and that are marked on said Plans as exclusive to any such Residential Unit shall be used only by the Unit Owner of the designated Residential Unit and its tenants, guests and invitees to the exclusion of all other Unit Owners. The demising lines identifying the boundaries between each Unit Terrace are set forth on the Plans. The planters identified on the Plans that are located on most Unit Terraces are also Residential Limited Common Elements exclusive to the Residential Unit that has the exclusive right to use the Unit Terrace on which such planters are located. Such planters help establish the demising line between two Unit Terraces and thus may not be relocated without the prior written consent of the Trustees. Such planters shall be maintained in accordance with Section 7.8.1 by the Residential Unit Owner that has the exclusive right to use the Unit Terrace on which such planters are located.

5.3.3 The Building vestibule entrance, lobby and concierge areas located on Floor 1 of the Building serving the Residential Units.

5.3.4 The interior hallways and elevator lobbies adjacent to and serving the Residential Units, including the GPH Corridor (subject to Sections 4.6.9 and 9.4.2).

5.3.5 The mail and package room and cart storage areas located on Floor 1 serving the Residential Units.

5.3.6 The mechanical rooms and other equipment rooms serving the Residential Units and designated on the Plans as Residential Limited Common Elements.

5.3.7 The trash rooms, trash chutes and trash compactors located on Floors 10 through GPH serving only the Residential Units.

5.3.8 The Residential Elevators and the elevator lobbies therefor.

5.3.9 The Service Elevators and the elevator lobbies therefor.

5.3.10 The Residential Club Area.

5.3.11 Areas within unused and unoccupied portions of the Building (i.e., so-called "dead spaces") that directly abut the vertical boundary of any Residential Unit, shall be for the exclusive use of the Residential Unit that directly abuts such dead space and may be used by such Residential Unit solely for alterations or improvements to the Residential Unit, as more particularly described in Section 9.1.2 ("Dead Space Improvements"). All costs and expenses associated with any Dead Space Improvements shall be borne by the Residential Unit Owner making the same.

5.3.12 All elements of the Drop-Off Area (including, but not limited to, lighting, planters, exterior cladding, curbs, islands, driveways and other paved surfaces).

5.3.13 The Storage Spaces.

5.3.14 The Building Systems and all pipe chases, conduits, ducts, shafts, pipes, plumbing, cabling, wiring, chimneys, flues, equipment, fixtures, machinery, furnishings, transformer vaults, electric closets, oil tank storage, water heater closets and other facilities for the furnishing of utilities and services to only the Residential Units and/or the Residential Limited Common Elements, as shown on the Plans.

5.4 Description of Commercial Limited Common Elements. The "Commercial Limited Common Elements" are those areas and facilities of the Condominium that are designated for the exclusive use of the Commercial Unit Owner and shall serve only the Commercial Unit (subject to the Declarant's reserved rights contained herein and any other provision of this Master Deed that grants rights to a non-Commercial Unit Owner in and to the Commercial Limited Common Elements). The cost and expenses relating to the cleaning, maintenance, repair, and replacements of the Commercial Limited Common Elements shall be payable only by the Commercial Unit Owner in accordance with the Commercial Limited Common Percentage Interest set forth on Exhibit B attached hereto. As of the date of recording of this Master Deed, the Commercial Limited Common Elements consist of the following:

5.4.1 The Building Systems and all pipe chases, conduits, ducts, shafts, pipes, plumbing, cabling, wiring, chimneys, flues, equipment, fixtures, machinery, furnishings, transformer vaults, electric closets, oil tank storage, water heater closets and other facilities for the furnishing of utilities and services to only the Commercial Unit and/or the Commercial Limited Common Elements, as shown on the Plans.

5.4.2 The Tower Building Systems.

5.4.3 The Shared System.

5.4.4 The area located on Floor B-3 and designated on the Plans as a Commercial Limited Common Element.

5.5 General Provisions.

5.5.1 Determination of Percentage Interests. The General Common Percentage Interest of each Unit as set forth on Exhibit B attached hereto is in the approximate relation that the fair value of such Unit bears to the aggregate fair value of all Units as of the date of recording of this Master Deed in accordance with the provisions of Chapter 183A, Section 5(a). The Residential Limited Common Percentage Interest of each Residential Unit as set forth on Exhibit B attached hereto is in the approximate relation that the fair value of such Residential Unit bears to the aggregate fair value of all Residential Units as of the date of recording of this Master Deed in accordance with the provisions of Chapter 183A, Section 5(a). The Percentage Interests of each Unit are affected by the fact that certain of the Residential Units are expected to be unfinished and in shell or so-called "vanilla box" condition as of the date of recording of this Master Deed. The Percentage Interests shall not be subject to change except as permitted in this Master Deed.

5.5.2 Common Elements to Remain Undivided. The Common Elements shall remain undivided and no Unit Owner or other person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided for in this Master Deed or in the Declaration of Trust.

5.5.3 Easements to Use General Common Elements. Each Unit Owner shall exercise its easement rights to use the General Common Elements (i) in a manner that does not interfere unreasonably with the use of other Units for their permitted purposes and (ii) in accordance with applicable Legal Requirements and the REA. Such easements shall be subject to the rights of the Trustees to adopt Rules and Regulations governing the use of the General Common Elements in accordance with the Declaration of Trust.

5.5.4 Easement to Use Residential Limited Common Elements. The Commercial Unit Owner and its tenants, employees, invitees, licensees, agents, contractors and representatives shall have the right and easement to pass and repass in, over and through the Residential Limited Common Elements (exclusive of (i) any Balconies and Unit Terraces appurtenant to Residential Units and (ii) except in an Emergency, the residential lobbies and Residential Club Area) for ingress to and egress from the General Common Elements, the Commercial Limited Common Elements and the Commercial Unit or to provide services to the Residential Units, subject to the right of the Trustees to limit the access to a reasonable and delineated pathway through such Residential Limited Common Elements to the applicable General Common Elements, Commercial Limited Common Elements and/or Commercial Unit and to reasonably and temporarily restrict access at any time and in its sole discretion in order for the Trustees to maintain, repair and make improvements to the Residential Limited Common Elements.

5.5.5 Exercise of Easement Rights to Use Residential Limited Common Elements and Commercial Limited Common Elements. Each Unit Owner shall exercise its easement rights to use the Residential Limited Common Elements and/or Commercial Limited Common Elements, as the case may be, (i) in a manner that does not interfere unreasonably with the use of other Units for their permitted purposes and (ii) in accordance with applicable Legal Requirements and the REA. Such easements shall be subject to the rights of the Unit Owners having rights to such Residential Limited Common Elements or Commercial Limited Common Elements, as applicable, to adopt, by mutual agreement, rules and regulations governing the use of such Residential Limited Common Elements and Commercial Limited Common Elements.

5.5.6 Rights in Common Elements Subject to Master Deed. Notwithstanding anything to the contrary contained herein, the rights of each Unit Owner with respect to the Common Elements are subject to (i) any rights, easements and limitations on use contained in this Master Deed, the Declaration of Trust or the Rules and Regulations as the same may be amended from time to time and (ii) the rights, easements and other restrictions affecting the Land and recorded in the Registry.

5.5.7 Rights of Access of Trustees. In addition to any other rights of access of the Trustees under this Master Deed or the Declaration of Trust, the Trustees, their agents, employees and contractors shall have, and are hereby granted, the right of access at all reasonable times and upon not less than one (1) day's prior notice (except in the event of an Emergency, in which event only such notice (which may be written or oral) as is practicable, if any, shall be required, or in connection with the performance of recurring services required of the Trustees under the Condominium Documents, in which event no such prior notice shall be required) to each Unit, any General Common Element to which a Unit Owner may have an exclusive right to use, any Residential Limited Common Element to which a Unit Owner may have the exclusive right to use, and any Commercial Limited Common Element to which a Unit Owner may have an exclusive right to use for purposes of (i) operating, inspecting, protecting, maintaining, repairing and replacing any Common Elements, (ii) inspecting, maintaining and repairing any elements or portions of any Unit which the Trustees have the right or obligation under the Condominium Documents to so maintain and repair, (iii) preserving and protecting other Units and the personal property of other Unit Owners, (iv) correcting, terminating or removing acts or things that interfere with each Unit Owner's use and enjoyment of such Common Elements or are otherwise contrary to or in violation of the provisions of this Master Deed, the Declaration of Trust, the Rules and Regulations or any Legal Requirements, and (v) to exercise any other rights or obligations of the Trustees under the Condominium Documents or Chapter 183A that require or allow access to Units, and the Trustees may for such purposes require each Unit Owner to deposit a key or other access device to its Unit with the Trustees. With respect to any access to the Commercial Unit by the Trustees under this Section 5.5.7 or any other provision of the Condominium Documents, and notwithstanding anything in this Section 5.5.7 or elsewhere in the Condominium Documents to the contrary, (a) the Trustees shall use reasonable efforts to reduce any interference with any business conducted within the Commercial Unit to an inconsequential degree, (b) the Trustees shall be accompanied by a representative of the Commercial Unit Owner (which may include a representative of any tenant of the Commercial Unit) if the Commercial Unit Owner so elects, (c) such access shall be during non-business hours (except in an Emergency) and (d) any non-Emergency repairs requiring the shut-down of utilities serving the Commercial Unit shall not commence while any occupant

therein is open for business to the public unless the Commercial Unit Owner has otherwise consented.

5.5.8 Encroachment. If any portion of the Common Elements encroaches upon any portion of a Unit or if any portion of a Unit encroaches upon any portion of any other Unit or the Common Elements as a result of (a) settling or shifting of the Building, (b) any alteration, repair or restoration of the Common Elements made by or with the consent (when and as required by this Master Deed or the Declaration of Trust) of the Trustees, or made by the Declarant as provided herein or in the Declaration of Trust or (c) any alteration, repair or restoration of any portion of the Condominium after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment, and for the maintenance of the same, to the extent of and for the duration of such encroachment.

5.5.9 Additional Utility Easements; Revocable Licenses. The Declarant, for so long as it holds or controls title to any Unit, and thereafter the Trustees, shall have the right to grant such additional electric, gas, steam, chilled water, telecommunications, ventilation or other easements or licenses, whether for utilities or for any other purpose, or to relocate any existing easements or licenses (wherever located), as the Declarant or the Trustees, as the case may be, shall deem necessary or desirable, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for their permitted purposes and shall not result in the imposition of any mechanics' lien against any of the Units. Nothing contained herein shall be construed to require the consent of one hundred percent (100%) of the General Common Percentage Interests, and the Mortgagees to the granting of an easement by the Declarant or the Trustees, or the designation or allocation of the Common Elements. Any easement or license holder and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement or license, provided such right of access shall be exercised in such a manner as to not unreasonably interfere with the use of the Units for their permitted purposes. The Declarant or the Trustees, as the case may be, may grant revocable licenses in the Common Elements to Unit Owners at no charge or may establish a reasonable charge therefor. Any such grant will not be construed as a sale or disposition of the Common Elements.

5.5.10 Liens. If any Unit Owner shall fail to pay or reimburse the Trustees for such Unit Owner's share of the Common Charges or any other charges related to the Common Elements, such charges shall constitute a lien against such Unit pursuant to the provisions of this Master Deed and Section 6 of Chapter 183A until such share is paid by such Unit Owner. Each Unit Owner, by acceptance of its Unit deed (whether or not it is so expressed in any such deed) or its occupancy of its Unit shall irrevocably be deemed to covenant and agree with the Declarant, the Trustees and all other Unit Owners, to pay such charges as are assessed upon any such Unit by the Trustees and, if not otherwise provided by Section 6 of Chapter 183A, to suffer a lien upon such Unit on account of any such charges until so paid, which lien shall, to the maximum extent possible under law, be enforced in the manner of lien under Section 6 of Chapter 183A.

5.5.11 Security. The Trustees may, but shall not be obligated to, maintain or support certain activities or devices within the Building or the Premises designed to make the

Building safer than it might otherwise be. Notwithstanding any references herein to a security system, fire access control system or other system of a similar nature, neither the Declarant nor the Trustees shall be considered insurers or guarantors of the safety of or security within the Building, nor shall any of them be held liable for any loss or damage by reason of (i) failure to provide adequate security or (ii) the effectiveness of security measures undertaken.

5.5.12 Easement to Use Tower Roof.

(A) Until the last Unit is conveyed to a Unit Owner other than the Declarant, the Condominium shall be subject to an easement in favor of the Declarant and its successors and assigns to use the Tower Roof of the Building (but excluding any Unit Terraces located thereon) for any purpose, including, without limitation, leasing space for antennas, receivers, transmitters and other devices, subject to the provisions of Section 5.5.12(B) below. Any lease or other instrument of transfer of such space on the Tower Roof shall not be voided or terminated upon the expiration of the Declarant's easement right as set forth in this Section 5.5.12 and all such leases or other instruments of transfer shall expire or terminate in accordance with their terms. Subject to the provisions of Section 5.5.12(B) below, any lease or instrument of transfer by the Declarant under this Section 5.5.12 permitting a third party to use the Tower Roof of the Building shall obligate the Declarant or the tenant or transferee thereunder to pay all reasonable maintenance and repair costs for the Tower Roof of the Building necessitated by the Declarant's or such tenant's or transferee's use thereof. The Declarant may, in its sole discretion, assign such lease to the Trustees, and the Trustees shall assume the same. Any installation by the Declarant of antennas, receivers, transmitters or other devices shall be appropriately screened to minimize visual impacts, as reasonably determined by the Declarant but only provided that such screening will not adversely affect the ability of the operation of such equipment to operate as designed, and such screening shall be of a first class design and materials and consistent with the architectural integrity of the Building, as reasonably determined by the Declarant, and such installations shall conform to all Legal Requirements, including, without limitation, the height limitations imposed by the Federal Aviation Administration. The noise and vibration levels from any antennas, receivers, transmitters and other devices now or hereafter installed by the Declarant or any tenant or transferee pursuant to the provisions of this Section 5.5.12(A) shall not exceed the Noise and Vibration Standard.

(B) Except as otherwise provided in Section 5.5.12(C) below, all antennas, receivers, transmitters and other devices now or hereafter installed by the Declarant or any tenant or transferee pursuant to the provisions of this Section 5.5.12(A) shall be maintained by the Trustees in accordance with the provisions of Section 7.10.2.

(C) The Trustees shall cause the Commercial Unit Owner to fully maintain, in good operating condition and in accordance with manufacturer specifications, any and all installations now or hereafter made by the Commercial Unit Owner on the mechanical floor located above the GPH Unit or on the Tower Roof such that the noise and vibrations experienced within the GPH Unit and on the Unit Terrace appurtenant to the GPH Unit from any such installations now or hereafter installed on the mechanical floor located above the GPH Unit and/or on the Tower Roof shall not exceed the Noise and Vibration Standard.

5.5.13 Balconies and Unit Terraces.

(A) Each Residential Unit Owner having direct access to its designated Balcony or Unit Terrace, as the case may be, from its Unit shall be responsible for (i) the ordinary cleaning and upkeep of such Balcony or Unit Terrace (including, without limitation, keeping drains, if any, free of snow, ice, accumulation of water, dirt and debris and the ordinary cleaning of such portions of the General Common Elements as are located within such Balcony or Unit Terrace), (ii) the ordinary cleaning of the interior side of the Balcony or Unit Terrace, including, without limitation, the glass railings, windows and doors, and (iii) the cleaning, maintenance, repair and replacement of all pavers and other flooring located on or comprising a portion of the Balcony or Unit Terrace (excluding the roof membrane and other structural elements located below any such pavers or other flooring), all at such Unit Owner's sole cost and expense. All other maintenance, repairs and replacements to any such Balcony or Unit Terrace (including the railings thereof and including any leaks that are not caused by the negligence of the Unit Owners having access to the Balcony or Unit Terrace, as the case may be) shall be made by the Trustees, and the costs and expenses thereof shall constitute a Common Expense to be allocated and assessed among all Residential Unit Owners in accordance with their respective Residential Limited Common Percentage Interests, unless caused by the negligence or misuse of the Residential Unit Owner having the appurtenant right to such Balcony or Unit Terrace (in which event such costs and expenses shall be assessed directly to such Unit Owner and the same shall constitute a Common Charge hereunder). Notwithstanding the foregoing, the Trustees, at all reasonable times, shall have access to the applicable Balcony or Unit Terrace through each Unit for the purpose of conducting maintenance and cleaning activities (e.g., exterior window maintenance or cleaning, to the extent such maintenance or cleaning is to be provided by the Trust pursuant to the terms of the Condominium Documents) and periodic inspections without violating the rights of the designated Unit Owner.

(B) In the event that the inspection, maintenance, repair or replacement of the Building, portions thereof (including the Roof or utilities or fixtures serving the Condominium) or the structural elements of the Balcony or Unit Terrace requires work to be performed on or requires access to a Balcony or Unit Terrace, the designated Unit Owner of such Balcony or Unit Terrace shall permit such work to be performed and provide access to its Balcony or Unit Terrace and its Unit to the Trustees and their employees, contractors and agents. In the event the work requires the removal, alteration or restoration of the Balcony or Unit Terrace, the removal, alteration or restoration shall be performed by the Trustees, their employees, contractors or agents at the sole cost and expense of the Trust (except for any work necessitated by the negligence, misuse or neglect of the designated Unit Owner or its tenants, guests or invitees, in which case the cost thereof shall be paid by such Unit Owner).

5.5.14 On-Site Manager's Apartment.

(A) The Declarant may (but is in no way obligated to) sell or lease to the Trustees or acquire and sell or lease to the Trustees a Unit or a unit in a nearby location to be used as an on-site manager's residence. If sold to the Trustees, the on-site manager's unit will be a General Common Element. The Trustees shall be responsible for the payment of all recording and transfer taxes due in connection with any acquisition of an on-site manager's unit, which shall be payable from the Trust's working capital funds or contingency fund. All charges,

including the costs of utilities and the costs of financing the purchase of an on-site manager's unit, Taxes and the costs of repairs, alterations and improvements undertaken by the Trustees attributable to the on-site manager's apartment, shall be borne by all Units as a Common Expense and the Trustees shall not be required to obtain any consent of the Unit Owners in order to acquire or finance such on-site manager's apartment. At the closing of title to the on-site manager's unit, the Trustees will pay the purchase price by executing and delivering one or more purchase money note(s) secured by one or more mortgage(s) on the on-site manager's unit. The purchase money note(s) will bear interest at then current residential mortgage rates and provide for the payment of constant self-liquidating monthly installments of principal and interest in an amount sufficient to fully amortize the note(s) over a term of not more than thirty (30) years. At the Declarant's option, the note(s) and mortgage(s) will be held by an institutional lender or by the Declarant.

(B) In the event the Trustees default under the note(s) and mortgage(s), the holder may foreclose on the on-site manager's unit and if the proceeds from sale of the on-site manager's unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Unit Owners will be liable for the deficiency as a Common Expense. In the event of a foreclosure of the on-site manager's unit, the Condominium would be without an on-site manager's residence. Accordingly, alternate arrangements would be necessary to shelter the on-site manager. Nothing contained herein shall require the Declarant or the Trustees to hire an on-site manager that resides in the Condominium.

5.5.15 Residential Club Area. The Residential Club Area shall be used for the exclusive use of Residential Unit Owners, their tenants and guests. The Residential Club Area shall be managed and programmed by the Residential Trustees and the Condominium Managing Agent, and the costs to operate, maintain, repair and replace the Residential Club Area shall be a Common Charge payable by the Residential Unit Owners in accordance with each such Residential Unit Owner's Residential Limited Common Percentage Interest. The Residential Trustees may license all or any portion of the Residential Club Area to Residential Unit Owners for functions and events, and the Residential Trustees may charge nondiscriminatory user fees or other fees and costs for the use of the Residential Club Area, which shall be established by the Residential Trustees in their sole discretion. The Residential Trustees may establish rules and regulations with respect to the use and operation of the Residential Club Area (which such rules and regulations may be separate rules and regulations applicable to the Residential Club Area or may be incorporated into the Rules and Regulations included in the Declaration of Trust). Such rules and regulations may include (i) charging a user fee, (ii) requiring that Unit Owners and their tenants desiring to use the Residential Club Area enter into a written agreement with the Trustees and/or (iii) requiring that Residential Unit Owners using the Residential Club Area for functions or other events provide adequate liability insurance and other insurance coverages as may be required by the Trustees, naming the Trustees, the Trust, the RC Food/Beverage Operator, the RC Fitness Club Operator, the other Unit Owners and the Condominium Managing Agent as additional insureds. Notwithstanding anything in this Master Deed to the contrary, the Residential Club Area and the use and operation thereof by the Trustees and Residential Unit Owners are subject to the Declarant's rights under Section 10.2 and shall in all events be consistent with applicable Legal Requirements and the REA.

5.5.16 Bicycle Parking. The Project Garage shall contain an area designated on the Plans for the parking (or other storage) of bicycles belonging to Residential Unit Owners, the Commercial Unit Owner, their tenants, employees, invitees and licensees, which is a General Common Element of the Condominium. The Trustees may establish Rules and Regulations governing such area, which may include charging a fee for such area, establishing nondiscriminatory procedures for granting rights to such area and requiring that Unit Owners desiring to use the Bicycle Storage Area enter into a written agreement with the Trustees.

5.5.17 Storage Spaces.

(A) For so long as the Declarant owns a Unit in the Condominium, the Declarant shall have the exclusive right and easement to rent, lease, license, grant easements or otherwise transfer to Residential Unit Owners and tenants, subtenants, licensees, and other occupants of Residential Units any storage spaces, closets, spaces (including, without limitation, areas within the Project Garage) or other voids that are not needed for the operation of the Condominium, as reasonably determined by the Declarant (or the Trustees, after such time as the Declarant no longer owns a Unit in the Condominium) (each, a "Storage Space" and, collectively, "Storage Spaces"), each in Declarant's sole discretion and for such amounts and on such terms and conditions as it determines (the "Storage Licensing Right"). Thereafter, the Trustees shall have the Storage Licensing Right with respect to any Storage Spaces not initially conveyed by the Declarant and any interests in Storage Spaces that the Trust may come to hold. In connection with any such transfer (whether by the Declarant or the Trustees), the Trustees may require the applicable Residential Unit Owner to enter into a license agreement with the Trustees, on terms and conditions acceptable to the Trustees. If the transfer to a Residential Unit Owner of a Storage Space that is an appurtenant right of such Residential Unit Owner's Residential Unit (as opposed to, for example, a license or lease of a Storage Space) occurs after the recording of the initial Unit deed for such Residential Unit Owner's Residential Unit, and if the Declarant's loan or other agreements with its Mortgagee(s), if any, require the consent of such Mortgagee(s) with respect to any such transfer, such transfer shall require the written consent of the Mortgagee(s), if any, of the Units owned by the Declarant. The Declarant shall have the right to improve, modify or alter any Storage Space not transferred (including, without limitation, installing electricity therein) without the consent of the Trustees or any Residential Unit Owner. No transfer of a Storage Space shall require adjusting a Unit's Percentage Interests. Any separately identified consideration for the renting, leasing or licensing of a Storage Space shall be collected by the Trustees as agent for and on behalf of the Unit Owners pursuant to Section 6.8.17 of the Declaration of Trust. Any Storage Space that is conveyed as an appurtenant right to a Residential Unit shall be deemed an appurtenant right of the Unit, and no Storage Space may be sold, rented, leased, licensed or transferred by the Residential Unit Owner (other than the Declarant or the Trust) having rights therein except as part of the transfer of the Unit. Each Unit Owner, by the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), hereby expressly and irrevocably authorizes and constitutes the Declarant as such Unit Owner's attorney-in-fact to make, from time to time, any and all amendments to this Master Deed (including without limitation the Plans) or the Declaration of Trust or both in furtherance of its rights under this Section 5.5.17(A) and, to the extent such execution may be required by applicable law, to execute any such amendment on such Unit Owner's behalf with respect to the Declarant's rights under this Section 5.5.17(A).

This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

(B) Any Residential Unit Owner that has the right to use a Storage Space may not under any circumstances store in its Storage Space any (i) food products (whether perishable or not) other than bottled beverages, (ii) hazardous or dangerous materials (which include, without limitation, any materials that are toxic, flammable, combustible or explosive), (iii) firearms or other weapons or (iv) any other item that would violate any Legal Requirement. All Storage Spaces are subject to the Trustees' right of access as set forth in Section 5.5.7.

5.5.18 Obligations of Declarant. The Trustees shall have all of the obligations of the Declarant under agreements with the City of Boston, its related entities, and other third parties which have been assigned to and assumed by the Trustees on behalf of the Trust.

ARTICLE 6

PLANS

6.1 Plans. Floor plans of the Condominium showing the layout, location, unit designations and dimensions of the Units (such floor plans being hereinafter collectively referred to as the "Plans"), each bearing the verified statement of a registered architect, engineer or land surveyor required by Section 8 of Chapter 183A and showing the approximate areas of the Units as delineated thereon, are recorded herewith and are incorporated herein by reference, and consist of the several sheets described in Exhibit C attached hereto and incorporated herein by reference. In the event of a conflict between the Plans and Article 4 (description of the Units), the terms and provisions of Article 4 shall control, and in the event of a conflict between the Plans and Article 5 (description of the Common Elements), the terms and provisions of Article 5 shall control.

ARTICLE 7

USE OF UNITS

7.1 General Use Restrictions. No Unit may be used at any time for any of the following uses: flea market; swap show or "outlet store" selling merchandise that is used, damaged or discontinued; bowling alley; arcade; adult book store; massage parlor (except that massages in day spas and salons are permitted); a so-called "topless bar" or "strip club"; funeral parlor; facility for the sale of paraphernalia for use with illicit drugs; off-track betting parlor; carnival, fortune telling or circus; gas station; auto repair shop; car wash (other than as an ancillary service provided in connection with the operation of the Project Garage); any medical, chemical or biological research and development facility or laboratory; or industrial or manufacturing space. No Unit shall be used or maintained in a manner inconsistent with the Declaration of Trust and the Rules and Regulations from time to time adopted pursuant thereto.

7.2 Use of Residential Units. The Residential Units are intended only for residential purposes by members of a single Household and their domestic employees and temporary nonpaying guests provided, however, that any of the Residential Units may also be used as an

office (i) only if such office is accessory to such residential use, (ii) only if and to the extent such accessory office use is permitted by applicable Legal Requirements and (iii) only if no one shall be employed in such office except residents of such Residential Unit, and no clients or business invitees shall be permitted to visit such office and there shall be no signs allowed in connection with such office use. Notwithstanding the immediately foregoing sentence, and with respect to only the GPH Unit, personal office assistants such as personal secretaries may be employed within the GPH Unit, and occasional business invitees consistent with such office use being an accessory use shall be permitted to visit the GPH Unit; provided, however, that in no event shall any portion of the GPH Unit be used to render services to a business invitee where such services are the primary purpose for such business invitee's visit to the GPH Unit. By way of example only, and without limitation, the immediately foregoing restriction shall prohibit the use of the GPH Unit as a medical or clinical office, such as a psychiatrist or psychologist office for patients visiting such office, or for use as a personal training or yoga studio or for massage therapy or tutoring services to clients. No portion of the Common Elements may be used by Residential Unit Owners for the conduct of any commercial business.

7.3 Use of Commercial Unit.

7.3.1 The Commercial Unit may be used for any lawful purpose not otherwise prohibited by the terms of this Master Deed or the Declaration of Trust or any document affecting title to the Land or by any Legal Requirement, including, without limitation, department and other retail stores and outlets, health and fitness clubs, nightclub with live entertainment, grocery store or other food market, banks, restaurants, cafés, and commercial and professional offices, galleries and studios and/or residential purposes, provided such uses are consistent with the operation of the Condominium as a first-class facility. No part of the Commercial Unit shall be used to conduct an auction, distress, fire, bankruptcy or going-out-of-business sale.

7.3.2 The Commercial Unit Owner shall have the sole responsibility to maintain, repair and replace the non-structural portions of the Commercial Unit and all equipment and facilities that solely serve the Commercial Unit, at the Commercial Unit Owner's sole cost and expense, and in accordance with the terms, conditions and provisions of the Condominium Documents, including without limitation, the provisions of Section 5.5.12(C). The Commercial Unit Owner shall keep, at its sole cost and expense, the Commercial Unit in good order and repair and maintain a first-class appearance.

7.4 Rentals of Residential Units.

7.4.1 Residential Units may be rented or leased in their entirety, but not in part, for the purposes set forth herein for terms of not less than one (1) year. All rentals, leases, or licenses of Residential Units shall be subject to the provisions of this Master Deed, the Declaration of Trust and Rules and Regulations and all tenants, occupants and licensees of Residential Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust and Rules and Regulations and all applicable Legal Requirements. Any Residential Unit Owner leasing a Residential Unit shall provide a copy of such lease to the Trustees. No Residential Unit shall be rented or leased pursuant to (i) a short-term agreement that allows for the temporary use of such Residential Unit by a person or entity that is not the

Unit Owner, including, without limitation, the occupancy of such Residential Unit through so-called "couch surfing" internet websites such as "airbnb.com" and other websites that offer similar services and (ii) so-called time sharing programs or purposes, whereby a Unit Owner sells, leases, licenses or otherwise grants an interest or a right of occupancy in or to any such unit or portion thereof for one or more fixed or floating intervals within any two (2) or more successive years, including, without limitation, so-called time span ownership, interval ownership, vacation or other time-sharing licenses or lease programs or purposes. Notwithstanding the foregoing, the Declarant may rent, lease or license any Residential Units, furnished or unfurnished, for any term, and it shall not be obligated to provide a copy of any lease to the Trustees.

7.4.2 All leases for any Residential Unit shall prohibit smoking in such Residential Unit, and no tenant or such tenant's guests or invitees shall be permitted to smoke in any leased Residential Unit or in any portion of the Building in which smoking is prohibited. Any smoking by a tenant, its guests or invitees in violation of this Section 7.4.2 shall entitle the Trustees to exercise any and all rights and remedies available to them under the Condominium Documents or at law and in equity, including without limitation, the right to assess fines against the Residential Unit Owner of such leased Residential Unit and the right to bring legal proceedings to enjoin, abate or remedy said violation. As used in this Section 7.4.2, the term "smoking" and "smoke" includes, without limitation, the inhaling, exhaling, breathing, carrying or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or other similar heated or lit product, except that the foregoing prohibition on smoking shall not apply to the use of medicinal marijuana by a tenant of a Residential Unit if (i) the tenant using medicinal marijuana is the person named on the prescription for such medicinal marijuana, (ii) such prescription is from a physician licensed by applicable Massachusetts governmental authorities to prescribe the medicinal use of marijuana and (iii) such use is in accordance with all other Legal Requirements.

7.5 Rentals of Commercial Unit. The Commercial Unit, or any portion thereof, may be rented, leased or licensed to one or more tenants for a term of any length. All rentals, leases, or licenses of the Commercial Unit, or any portion thereof, shall be subject to the provisions of this Master Deed, the Declaration of Trust and Rules and Regulations, and all tenants, occupants and licensees of the Commercial Unit, or any portion thereof, shall be obligated to observe all applicable provisions of this Master Deed, the Declaration of Trust and Rules and Regulations and all applicable Legal Requirements.

7.6 Exterior Features. The features of the Condominium that are visible from the exterior of the Building (excluding the Tower Club Terrace and the Tower Club Terrace Improvements) shall be preserved in their current condition without modification (except as may be modified by the Declarant or as otherwise provided in this Master Deed), and to that end, no marquee, awning, screen, antenna, receiver, sign, banner, or other decoration shall be placed upon or attached to any Residential Unit or any Balcony or Unit Terrace adjacent thereto or the Condominium, including the interior surface of any exterior window, so as to be visible from the exterior of the Building (provided, however, that marquees, awnings, signs and standards may be attached to the Commercial Unit and the portions of the Condominium adjacent thereto pursuant to Section 4.6.1). The exterior surface of the doors of Residential Units facing hallways or other interior or exterior Common Elements shall not be painted or otherwise decorated or modified.

All draperies, window treatments and window coverings in any Residential Unit shall be lined with an off-white material or shall be off-white on the facing visible from the exterior, such that when closed or drawn the appearance of the window from the exterior of the Building shall be off-white, and any columns in Residential Units that are adjacent to windows shall at all times be painted off-white such that the appearance of such columns from the exterior of the Building shall be off-white. No shutters or blinds that are wooden or appear to look like natural wood are permitted. No solar films or other window treatment that is applied to the surface of the interior glass of any window belonging to a Residential Unit shall be permitted. No Residential Unit Owner shall enclose or screen-in any window or any Balcony or Unit Terrace adjacent to its Residential Unit that is not enclosed or screened-in on the date of recording of this Master Deed or thereafter if it becomes enclosed or screened-in on account of the initial build-out of such Residential Unit by the Declarant except with the prior written approval of the Trustees. The Trustees, may, but shall not be obligated to, permit Residential Unit Owners to install bug screens over operable windows, which shall be a uniform design chosen by the Trustees in their sole discretion.

7.7 Pets. The maintenance, keeping, boarding and/or raising of pot belly pigs, rodents (i.e., mice, rats, gerbils, hamsters, guinea pigs, rabbits, ferrets, etc.) and other animals, livestock, poultry or reptiles of any kind (including, without limitation, snakes, lizards, etc.), regardless of number, is prohibited within any Unit or upon the Common Elements, except that, subject to this provision and the Rules and Regulations, the keeping of orderly domestic pets (which includes only dogs, cats or caged birds) and aquarium fish is permitted; provided, however, that (i) any orderly domestic pets (other than those contained at all times in aquariums or cages which shall be limited to a reasonable number) shall not exceed two (2) per Residential Unit without the approval of the Trustees; (ii) such orderly domestic pets or fish are not kept or maintained for commercial purposes or for breeding; and (iii) any such orderly domestic pets or fish causing or creating a nuisance or unreasonable disturbance, as determined by the Trustees in their sole and absolute discretion, may be temporarily or permanently removed from the Condominium upon ten (10) days' written notice to the Unit Owner from the Trustees. Notwithstanding the foregoing, orderly domestic pets shall be permitted if necessary for persons with disabilities. For the purposes hereof, a "person with disabilities" shall mean a person deemed to be such under the Americans with Disabilities Act of 1990. Notwithstanding the foregoing, any breed of dog that results in a cancellation or notice of cancellation of a Unit Owner's or the Trust's liability insurance policy or increases the premium paid by the Trust or a Unit Owner shall not be allowed to be kept in the Condominium. Any Residential Unit Owner who keeps or maintains (or whose tenant keeps or maintains) any pet upon any portion of the Condominium shall indemnify and hold the Trust, the Trustees, the Condominium Managing Agent, other Unit Owners and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. A photograph of each pet, with the name and Unit number of the pet owner, along with the required certificate of liability insurance evidencing affirmative coverage for any injury to person or property caused by such pet(s), shall be delivered to the Trustees as a condition precedent to the entry of such pet into the Condominium. All pets shall be licensed and inoculated as required by applicable Legal Requirements and copies of such licenses and inoculations shall be provided to the Trustees upon request. The Trustees may establish reasonable fees for registration of pets. No pets shall be left unattended on any Balcony or Unit Terrace, and no Balcony or Unit Terrace shall be used as an area for a pet to relieve itself. No

pets shall be permitted on the Podium Roof, and pets shall not be permitted in any other part of the Condominium (other than in transit to or from and within the Unit of the owner thereof). Pets in transit to or from the Unit of the owner thereof shall be either carried or leashed, which leash may not exceed a length which will permit close control of the pet. No pets may be brought into the Residential Elevators from the Floor 1 lobby of the Building; pets and their owners entering the Building from Floor 1 shall be vertically transported within the Building by the Service Elevators only (and never by the Residential Elevators). Pets and their owners entering the Building from a level in the Project Garage may be vertically transported within the Building only by the Garage Elevator and transferred to the Service Elevator at Floor 1. No pet walking is permitted in any outdoor areas of the Condominium, and owners of pets must immediately and adequately clean up their pet's droppings in all areas of the Premises including, without limitation, the sidewalks, exterior landscapes and all other areas. The Trustees may establish such other Rules and Regulations concerning pets as they deem necessary or appropriate, including, without limitation, the right to prohibit pets (other than pets needed by persons with disabilities). The Trustees may regulate any dog walking service engaged by a Unit Owner, including without limitation, the right to restrict or prohibit any dog walking service from the Building or to condition the admittance of the dog walking service to the Building upon evidence of satisfactory insurance or bonding, all within the Trustees' sole discretion. In the event of the adoption of a rule prohibiting pets (other than pets needed by persons with disabilities), any Unit Owner who owned a pet at the time of the adoption of such rule shall have the right to retain such pet (unless such pet is otherwise deemed to constitute a nuisance or be in violation of these provisions or the Rules and Regulations), but shall not have the right to replace such pet or subsequently acquire additional pets. Any Unit Owner keeping a pet or animal in violation of these provisions or which causes any damage to or requires cleanup of any Unit or the Common Elements or which is offensive or creates any nuisance, danger or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, clean up or elimination of such disturbance or nuisance.

7.8 Use of Balconies and Terraces.

7.8.1 Use of Balconies and Unit Terraces shall be subject to the Rules and Regulations in addition to the provisions of this Section 7.8. Only standard outdoor furniture and plantings shall be placed on Balconies and Unit Terraces and, except as otherwise required by any applicable Legal Requirement, no other personal property or fixture shall be permitted thereon, including without limitation, any antenna, arrays or satellite dishes or any awnings or other enclosures. The Trustees' prior written approval shall be required for any outdoor furniture and plantings desired to be installed on a Unit Terrace located on Floor 10 of the Building. The Trustees may establish a schedule of approved outdoor furniture for those Unit Terraces located on Floor 10 of the Building, in which case a Residential Unit Owner shall not be required to obtain the prior written approval of any of its outdoor furniture to the extent such furniture is described on such schedule. Notwithstanding the foregoing, no outdoor umbrellas may be installed on any Balcony or Unit Terrace. Storage of personal property, including, without limitation, tires, skis, bicycles, children's toys, and golf clubs, shall not be permitted on any Balcony or Unit Terrace, and all Balconies and Unit Terraces shall at all times be kept and maintained in a clean and neat condition, and no towels, clothing or laundry shall be hung, placed or maintained at any time on any Balcony or Unit Terrace. No Residential Unit Owner shall be permitted to (i) paint, stain or otherwise decorate (A) any portion of a Balcony or Unit

Terrace to which it has rights (including, without limitation, the pavers, railings or ceilings) or (B) any exterior portion of a Balcony or Unit Terrace to which it has rights (including, without limitation, the pavers, railings or ceilings), (ii) install, maintain or place any fixture, equipment or other personal property on any railings or other exterior portion of any Balcony or Unit Terrace to which it has rights or (iii) place any type of carpeting or floor covering on the floor of any Balcony or Unit Terrace to which it has rights. Only pavers or other flooring approved by the Trustees may be installed on any Balcony or Unit Terrace, provided, however, that pavers, other flooring or any other items installed or located on any Balcony or Unit Terrace shall not in any event exceed fifty (50) pounds per square foot of uniformly distributed load. Each Balcony and Unit Terrace and any furniture, planters or any other item installed, placed, used, located or found on any Balcony or Unit Terrace at any time shall be kept in a good, clean and neat appearance and in conformity with the dignity and character of the Condominium and secured against the elements at all times. The Trustees may from time to time make determinations as to a Unit Owner's non-compliance with the obligations set forth in the immediately preceding sentence, provided, however, that in no event shall any such determination derogate from the applicable Unit Owner's responsibilities and liabilities pursuant to the immediately preceding sentence or result in any liability to the Trust or the Trustees. No propane or other gas-powered heaters, grills, hibachis or fire shall be permitted on any Balcony or Unit Terrace, and no cooking or barbecuing using an open flame shall be permitted on any such Balcony or Unit Terrace. Notwithstanding the foregoing, Residential Unit Owners having the exclusive right to use Unit Terraces located adjacent to Residential Units on Floor GPH shall be permitted to use gas grills on such Unit Terraces provided the gas lines for such grills are directly connected to the gas lines serving such Residential Units and provided such use complies with all Legal Requirements (including, without limitation, applicable requirements of the Boston Fire Department).

7.9 Noise, Lighting, Odors and Signage Relative to Units.

7.9.1 Noise. It is the nature of multi-use properties (such as this Condominium) that Units are built in close proximity to one another (resulting in sharing of common walls, floors, ducts, shafts and ceilings), and noise is frequently audible from one Unit to the next no matter how much sound proofing is attempted. It is therefore mandatory, for the mutual interest and protection of all Unit Owners, tenants and other occupants within the Condominium, to recognize that acoustical privacy is achieved only through understanding and compliance with certain limitations and restrictions. Further, noise is often emitted from Building Systems and Building equipment, including, without limitation, the elevators and other mechanical systems or from hallways and other corridors, and sound insulation from an adjacent Unit or from any other Unit or such Building Systems and Building equipment or other Common Elements in a manner comparable to a detached single-family residence is impossible to attain. Unit Owners, the Trustees, tenants and other occupants hereby acknowledge and agree that there will be within a Unit and within the Common Elements audio awareness of one's neighbors or of Building Systems or Building equipment or other Common Elements or from outside the Building, and such audio awareness is certain to be greater than a detached single-family residence.

7.9.2 Lighting. Unit Owners and the Trustees acknowledge and agree that Units may be exposed to street and retail lighting, electric/neon signage (including, without limitation, any signage appurtenant to the Commercial Unit pursuant to Section 4.6.1) and other types of illumination and that direct light and/or glare from such sources may be visible within the Units,

as well as any signage or displays that now or may hereafter exist on the buildings across a street from the Building. Unit Owners and the Trustees acknowledge and agree that the Declarant, the Initial Trustee and the Condominium Managing Agent do not control, and have no rights with respect to, such signage as well as any such signage or displays or the brightness and visibility thereof, and that neither the Declarant, the Initial Trustee nor the Condominium Managing Agent shall have any obligation to mitigate the adverse effects, if any, of such signage, or signage and displays, nor shall the Declarant or the Initial Trustee or the Condominium Managing Agent be liable for any diminution in value of any Unit or the Condominium as a result of such signage or displays.

7.9.3 Odors. It is the nature of multi-use properties (such as this Condominium) that Units are built in close proximity to one another (resulting in sharing of common walls, floors, ducts, shafts and ceilings) and that odors will migrate from Unit to Unit or from Common Elements to Units or from Units to Common Elements, even if the exhaust systems installed in the Building are maintained and operated in accordance with their specifications, and each Unit Owner, the Trustees, tenants and other occupants acknowledge and agree that they may experience such odor migration. Specifically, Building odors (exclusive of cooking exhaust) are vented through a centralized Building exhaust system. Exhaust diffusers are located in bathrooms and/or kitchen areas and are vented through ducts to rooftop fans which are General Common Elements of the Condominium (except for those portions that are included as part of a Unit, as described in Article 4). Cooking exhaust in the Grand Residences Residential Units is ducted to the Building's centralized exhaust system through filter hoods that are included as part of each such Residential Unit. Cooking exhaust in the City Residences Residential Units is not ducted through the Building's centralized exhaust system but is instead recirculated through filter hoods that are included as part of each such Residential Unit. To the extent required in a Commercial Unit, cooking exhaust shall be directed to a duct into the applicable exhaust system serving such Commercial Unit.

7.9.4 Urban Neighborhood. The Unit Owners, the Trustees, lessees and other occupants acknowledge and agree that (i) the Building includes a Commercial Unit which will be used for retail, restaurant or other commercial purposes, and uses ancillary thereto, (ii) the Building contains the Project Garage, which will include certain non-residential parkers, (iii) the Building is located adjacent to and may from time to time be interconnected with the building and other structures located on the Burnham Parcel, and neither the Declarant nor the Trustees, Condominium Managing Agent nor the Unit Owners have any rights or remedies with respect to such building or such other structures except as expressly set forth in the REA and the Condominium Documents, (iv) the Building is located adjacent to or near commercial, retail, restaurant, bar, entertainment and parking facilities and activities, (v) the Building is a multi-use project located in an urban setting that may be subject to certain street and neighborhood noises and light sources and odors emanating from such facilities and activities (including, without limitation, those emanating from mechanical equipment and systems or arising in connection with construction on neighboring or adjacent property (including the Burnham Parcel)), as well as from Units and Common Elements within the Condominium, (vi) the Building is located adjacent to the MBTA transit system, and the Building and Units may experience noise and vibrations as a result of the operation of the MBTA transit system, (vii) the Building lies approximately 1.58 nautical miles from Logan International Airport, and the Building and Units may experience noise and vibrations as a result of the operation of aircraft, and (viii) the

Building was not designed or constructed to eliminate such noises, odors, vibrations and light sources, and therefore the presence and existence of such noises, odors, vibrations or light sources shall not be a defect (latent or otherwise) in the design or construction of the Building.

7.10 Building Systems. A description of the initial HVAC System serving the Residential Units and the Common Elements is attached hereto as Exhibit E. The initial HVAC System was designed and constructed only to meet the standards and specifications set forth on Exhibit E attached hereto and not any other standards or specifications.

7.10.1 Maintenance of Heat Pumps. The Heat Pumps included as part of a Residential Unit shall be maintained, replaced and repaired by the Trustees (unless otherwise determined by the Trustees, in which case they shall be maintained, repaired and replaced by the Unit Owners owning such Heat Pumps) and the cost thereof shall be paid by and billed to the Residential Unit Owner that owns the Heat Pumps being so maintained, repaired or replaced (except that the cost of regular filter changes shall be a Residential Limited Common Expense). The heating and ventilating equipment serving any Commercial Unit shall be maintained by the Unit Owner thereof at its sole cost and expense.

7.10.2 Maintenance of Rooftop Equipment. Except as otherwise provided in Section 7.10.3 below, all Rooftop Equipment and all soundproofing installed in the mechanical floor located above the GPH Unit or adjacent to or immediately below the floor of such mechanical penthouse shall be fully maintained in good operating condition in accordance with manufacturer specifications by the Trustees (or in the case of installations on the Tower Roof made by the Commercial Unit Owner pursuant to Section 4.6.4 or Section 9.1.3, by the Commercial Unit Owner), such that the noise and vibrations experienced within the GPH Unit and on the Unit Terrace appurtenant to the GPH Unit from any Rooftop Equipment now or hereafter installed on the mechanical floor located above the GPH Unit and/or on the Tower Roof shall not exceed the Noise and Vibration Standard.

7.10.3 Reservation of Rights by Declarant for Remediation Measures. Notwithstanding anything herein to the contrary, Declarant reserves a nonexclusive easement for and right of access to the mechanical floor located above the GPH Unit and the Tower Roof for the purpose of taking any remediation measures required if the noise and vibrations experienced within the GPH Unit or on the Unit Terrace appurtenant to the GPH Unit from any Rooftop Equipment exceeds the Noise and Vibration Standard. Notwithstanding the foregoing or any other term or provision of the Condominium Documents to the contrary, in no event shall the rights reserved to the Declarant under this Section 7.10.3 impose any obligations on the Declarant, express or implied, to maintain, alter, modify or replace the Rooftop Equipment or take any other action or incur any cost or expense whatsoever with respect to any Rooftop Equipment for any Unit Owner or for the Trustees.

7.10.4 Additional Building Systems. Building Systems or utility systems serving only one Unit shall be installed, operated, maintained, repaired and replaced by the Unit Owner of such Unit at its sole cost and expense.

7.11 Restrictions on the Installation of Televisions and Other Audio-Visual Equipment. Subject to the Rules and Regulations, no televisions or any other type of audio or visual personal

property or equipment that emits sound may be installed, mounted or placed on any wall in any Residential Unit that shares a common boundary or demising wall with another Residential Unit or directly on the floor of any Unit.

7.12 Compliance With Legal Requirements and REA.

7.12.1 No Unit or other portion of the Condominium shall be used for any purpose prohibited by or inconsistent with Legal Requirements or the REA. All affirmative benefits and burdens, rights and obligations, covenants, easements and restrictions applicable to the Land, Building and/or Premises as a whole pursuant to any applicable Legal Requirement or any applicable provision of the REA shall be deemed applicable to the Condominium as a whole and shall be assumed and undertaken by the Trustees on behalf of the Condominium. In furtherance thereof, all rights of the Condominium with respect to any such generally applicable Legal Requirement or, except as otherwise set forth in this Master Deed (including, without limitation, Sections 4.5 and 4.6) or the Declaration of Trust, all rights and obligations of the "Tower Owner" (as such term is used in the REA) under the REA, including the right to exercise all affirmative benefits and burdens, rights and obligations, covenants, easements and restrictions set forth in the REA and all rights to vote, grant approvals, enforce, amend and make decisions with respect thereto, shall be granted, denied, exercised or made by the Trustees in accordance with the Declaration of Trust, provided, however, that (i) the Trustees shall at all times ensure that the Common Elements are maintained in accordance with all applicable Legal Requirements and the applicable requirements of the REA and shall take all such actions as may be required to ensure that all Public Approvals and any other approvals required for the lawful operation of the Common Elements and the Premises as a whole are obtained and maintained in full force and effect and (ii) the Trustees shall not take any action under the REA with respect to the loading docks located from time to time on the Burnham Parcel or the relocation of any easements provided under the REA that affect the Commercial Unit or the Commercial Limited Common Elements in any manner that imposes additional obligations, fees, charges or restrictions on the Commercial Unit Owner or materially limits the Commercial Unit Owner's rights with respect thereto without the prior written approval of the Commercial Unit Owner. Except as otherwise set forth in this Master Deed (including, without limitation, Sections 4.5 and 4.6) or the Declaration of Trust, all costs, expenses, charges or other amounts assessed to or required to be paid by the Building, Land or Premises pursuant to any such generally applicable Legal Requirement or generally applicable provision of the REA shall constitute Common Charges payable in accordance with the Declaration of Trust, and the Trustees, on behalf of the Condominium, shall have the sole right to receive any revenues allocable to the Building, Land or Premises pursuant to any Legal Requirement or the REA.

7.12.2 Without limiting Section 7.12.1, compliance with all Legal Requirements and the applicable provisions of the REA with respect to each Unit (including, without limitation, obtaining any governmental licenses, authorizations or permits required for the proper and lawful use of such Unit) shall be accomplished by and at the sole cost and expense of such Unit's Unit Owner. Each Unit Owner shall give prompt notice to the Trustees of any written notice it receives of any violation of any Legal Requirements or the provisions of the REA affecting its Unit or the Condominium. If any governmental license or permit (other than a license or permit applicable to the Condominium or the Building as a whole) shall be required for the proper and lawful use of any particular Unit (or in connection with any Unit Owner's use

of a Limited Common Element), and if the failure to secure such license or permit would in any way materially and adversely affect any other Unit or the Trustees, such Unit Owner (or the operator of such Limited Common Elements) shall obtain such license or permit, submit the same to inspection by the Trustees, and shall comply with all of the terms and conditions thereof, all at such Unit Owner's sole cost and expense. The Declarant shall assign any permits that are obtained by Declarant and necessary for the operation of any Unit or Common Element (e.g., permits for the Project Garage) to the relevant Unit Owner or the Trustees, as applicable.

7.12.3 Notwithstanding the foregoing sections of this Section 7.12, (i) any Unit Owner may, at its sole cost and expense, defer compliance with and contest by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting its Unit, or any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and (ii) the Commercial Unit Owner may, at its sole cost and expense, defer compliance with and contest by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of applicable provisions of the REA affecting the Commercial Unit Owner, or any portion of the Condominium which the Condominium Unit Owner is obligated to maintain and repair, and, in each case, the Trustees shall cooperate with the Unit Owner in such proceedings, provided the Unit Owner shall (i) indemnify and hold harmless the Trustees and each other Unit Owner against all liability, loss or damage that any of them respectively shall suffer by reason of such contest or noncompliance, including reasonable attorneys' fees, court costs, and other reasonably incurred expenses (the Trustees hereby retaining the right to enforce such obligation by assessing the same to such Unit Owner as a Common Charge, and until such charges are paid by the Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of the Declaration and Section 6 of Chapter 183A) and (ii) periodically keep the Trustees advised as to the status of such proceedings. Such Unit Owner need not comply with any such Legal Requirements or applicable provisions of the REA, as applicable for so long as it is contesting the validity or applicability thereof, provided (i) such noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, (ii) such noncompliance shall not adversely affect any other Unit Owner's use and enjoyment of its Unit, the Common Elements or other portions of the Condominium to which it is granted rights hereunder, and (iii) no part of the Condominium shall be subject to being condemned or vacated by reason of any such noncompliance. If a Unit Owner exercises its rights under this Section 7.12.3 to defer compliance with any Legal Requirement or an applicable provision of the REA, as applicable, it shall so notify any Listed Mortgagee of its Unit.

7.13 Nuisance Uses. In keeping with the operation of the Condominium as a first-class facility, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium (including, without limitation, the Storage Spaces), any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirements or Rules and Regulations. Notwithstanding the foregoing, each Unit Owner hereby agrees for itself, its successors and assigns, that no sale, lease, sublease or use of all or any portion of any other Unit for the uses permitted herein (including, without limitation, the uses specifically referenced in Sections 7.4 or 7.5, as applicable, and any uses accessory thereto) shall, if undertaken in a customary or reasonable manner, constitute a nuisance or otherwise be deemed to adversely affect such Unit Owner's use and enjoyment of its Unit or the Common Elements.

7.14 Floor Covering. Each Residential Unit is required to have at least seventy-five percent (75%) of the floor area of such Unit covered with carpet, area rugs or other sound deadening materials (it being understood that kitchens, bathrooms and utility rooms are excluded from the foregoing calculation of floor area and the requirement regarding all rooms within each Unit). No sound deadening materials originally installed beneath carpeting or beneath the floors of kitchens, bathrooms or utility rooms shall be removed unless replaced with a base layer of resilient underlayment at least 5-7 millimeters thick or other material of equal or better sound deadening performance.

7.15 Benefit of Restrictions; Enforcement. The restrictions on the permitted uses of Units set forth in this Article 7 shall be for the benefit of all Unit Owners and shall be enforceable solely by the Trustees. Said restrictions are intended to be perpetual, and to that end, may be extended by the Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Article 7, except such as occur during such Unit Owner's time of ownership.

ARTICLE 8

PROJECT GARAGE

8.1 General.

8.1.1 For so long as the Declarant owns a Unit in the Condominium, the Declarant shall have the exclusive right and easement to use for parking purposes any parking spaces or parking rights in the Project Garage not conveyed to Unit Owners, which right shall include, without limitation, the right to sell, rent, lease, license, grant easements or otherwise transfer parking spaces and parking rights to (i) Residential Unit Owners, (ii) tenants, subtenants, licensees, and other occupants of Residential Units and/or (iii) the Trustees (each, a "Permitted Party") in Declarant's sole discretion and for such price and on such terms and conditions as it determines (the "Parking Sale Right"), and any consideration for the sale, renting, leasing, licensing, granting or transferring of such parking spaces or parking rights shall remain the Declarant's sole property. Thereafter, the Trustees shall have the Parking Sale Right with respect to any Parking Rights not initially conveyed by the Declarant and any Parking Rights that the Trust may come to hold.

8.1.2 Any permanent conveyance of such parking spaces or parking rights to a Unit Owner or the Trust granting the right to park one (1) automobile at any time in the Project Garage (each, a "Parking Right") shall be set forth in the initial Unit deed from the Declarant to such Unit Owner or a separate instrument recorded in the Registry evidencing such conveyance. If, however, such permanent conveyance of a Parking Right to a Unit Owner occurs after the recording of such initial Unit deed, and provided the Declarant's loan or other agreements with its Mortgagee(s), if any, require the consent of such Mortgagee(s) with respect to any such conveyance, such conveyance shall require the written consent of the Mortgagee(s), if any, of the Residential Units owned by the Declarant, and the Declarant and such Residential Unit Owner shall record an instrument(s) in the Registry evidencing such conveyance and such additional

Parking Right shall be deemed an appurtenant right to such Residential Unit. No transfer of a Parking Right shall require adjusting a Unit's Percentage Interests.

8.1.3 Each Parking Right granted in accordance with this Section 8.1 shall be either a Reserved Parking Right, a First-Priority Parking Right, a Non-Stacker Parking Right or an Unreserved Parking Right, as specifically set forth in the initial Unit deed or a separate instrument recorded in the Registry evidencing such Parking Right, as applicable. Unless otherwise specified in the initial Unit deed from the Declarant or an instrument(s) executed by the party then holding the Parking Sale Right, each Parking Right granted shall conclusively be deemed to constitute an Unreserved Parking Right.

(A) Each "Reserved Parking Right" grants to the holder thereof the right and easement to park one (1) automobile at any time in the Project Garage in a specific location designated in the initial Unit deed or a separate instrument recorded in the Registry evidencing such Parking Right, as applicable. The Garage Operator shall not be permitted to park any other vehicles in such location at any time without the applicable holder's permission and, notwithstanding any valet or assisted parking program implemented by the Garage Operator from time to time, the holder of a Reserved Parking Right shall at all times have the right to self-park in its designated location.

(B) Each "First-Priority Parking Right" grants to the holder thereof the right to park one (1) automobile at any time in the Project Garage in a specific location designated in the initial Unit deed or a separate instrument recorded in the Registry evidencing such Parking Right, as applicable. Each holder of a First-Priority Parking Right shall at all times that it wishes to park a vehicle in the Project Garage have a right to so park in the specific location granted to such holder, provided, however, that the Garage Operator may utilize such specific location for the parking of other vehicles at any time that it is not being utilized by the holder of the applicable First-Priority Parking Right. In the event that the holder of a First-Priority Parking Right wishes to access its specific location to park a vehicle at any time during which the Garage Operator is utilizing such location for the parking of other vehicles pursuant to the immediately preceding sentence, the Garage Operator shall promptly remove such other vehicle(s) so as to permit the holder to utilize such location. Notwithstanding any valet or assisted parking program implemented by the Garage Operator from time to time, the holder of a First-Priority Parking Right shall at all times have the right to self-park in its designated location. To the extent that any First-Priority Parking Right is time-limited or subject to a condition subsequent, the Declarant, pursuant to its rights in the last paragraph of this Section 8.1.3, or the Trustees, shall have the right, without the consent of any Unit Owner or Mortgagee, to amend the Plans to remove therefrom any designated specific location of the First-Priority Parking Right that has expired or is otherwise no longer valid.

(C) Each "Non-Stacker Parking Right" grants to the holder thereof the right to park one (1) automobile at any time in the Project Garage in any location with the Project Garage that may be determined by the Garage Operator from time to time; provided, however, that such location shall not be in a parking space occupied by a parking stacker. If the holder of a Non-Stacker Parking Right has more than one (1) Parking Right, such holder shall designate to the Garage Operator the automobile that such holder desires to have the benefit of such Non-Stacker Parking Right, and, subject to the immediately following sentence, only such designated

automobile shall have the benefit of the Non-Stacker Parking Right. Such holder may designate a different automobile to have the benefit of the Non-Stacker Parking Right not more than once in any calendar year (unless such holder replaces any of its automobiles parked in the Project Garage during any calendar year, in which case, such holder may designate a new automobile to have the benefit of the Non-Stacker Parking Right). Subject to the terms and provisions of this Section 8.1.3(C), the holder of a Non-Stacker Parking Right shall be subject to the requirements of any valet or assisted parking program implemented by the Garage Operator from time to time.

(D) Each "Unreserved Parking Right" grants to the holder thereof the right to park one (1) automobile at any time in the Project Garage in any location within the Project Garage (including, without limitation, in a space or stacker) that may be determined by the Garage Operator from time to time. The holder of an Unreserved Parking Right shall be subject to the requirements of any valet or assisted parking program implemented by the Garage Operator from time to time.

The Declarant or the Trust, as applicable, shall advise the Garage Operator of each Parking Right granted by such party from time to time, and the Garage Operator shall at all times maintain and make available to the Trust and, for so long as the Declarant owns a Unit in the Condominium, the Declarant records regarding such Parking Rights sufficient to permit such party and the Garage Operator to identify the specific locations in which Parking Rights have been granted and other operational information related to such Parking Rights.

Any Parking Right so transferred shall be deemed an appurtenant right of the Unit, and no Parking Right may be sold, rented, leased, licensed or transferred by the Residential Unit Owner (other than the Declarant or the Trust) having rights therein except as part of the transfer or subdivision of the Unit. Any non-permanent conveyance or grant of Parking Rights by the Declarant to a Permitted Party in accordance with this Section 8.1.3 shall be made subject to the terms and provisions of the Condominium Documents and the REA, and the Trustees shall have the right to exercise all legal and equitable rights and remedies against such non-Unit Owner transferee if the Parking Right Charge or REA Garage Fee allocable to such Permitted Party's Parking Rights is not timely paid or if such non-Unit Owner transferee otherwise violates any terms or provisions of the Condominium Documents applicable thereto. Each Unit Owner, by the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), subject to the provisions of Article 11 below, hereby expressly and irrevocably authorizes and constitutes the Declarant as such Unit Owner's attorney-in-fact to make, from time to time, any and all amendments to this Master Deed (including without limitation the Plans) or the Declaration of Trust or both in furtherance of its rights under this Section 8.1.3 and, to the extent such execution may be required by applicable law, to execute any such amendment on such Unit Owner's behalf with respect to the Declarant's rights under this Section 8.1.3. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

8.1.4 The maximum legal occupancy of the Project Garage as of the date of recording of this Master Deed is four hundred (400) automobiles at any one time (including the use of parking stackers) (the "Maximum Capacity"). Pursuant to the Declarant's rights under this Section 8.1.4, the Declarant intends to sell, rent, lease, license, grant easements or otherwise

transfer up to (and including) four hundred thirty (430) parking rights in the Project Garage. This difference between (i) the maximum occupancy of the Project Garage and (ii) the number of parking rights that the Declarant intends to sell, rent, lease, license, grant easements or otherwise transfer (plus certain other rights to park in the Project Garage held by BB Owner pursuant to the REA) is consistent with common practice in the parking garage industry of applying a diversity factor to the operation of a parking garage to determine the number of parking rights in excess of the maximum capacity of a parking garage that may be granted while also being able to accommodate at any one time those parkers that have the right to park in a parking garage and that desire to park in such parking garage at such time. By the acceptance of a Unit deed for a Unit, each Unit Owner and the Trustees hereby acknowledge and agree that provided that the number of automobiles parked in the Project Garage does not exceed at any one time the maximum occupancy of the Project Garage of four hundred (400) automobiles and provided that at all times there shall be adequate space in the Project Garage such that the number of Parking Rights appurtenant to Residential Units are available for such Residential Units when needed, neither the Declarant, the Condominium Managing Agent nor the Initial Trustee shall be liable for any claims of overcrowding or so-called "overselling" of the Project Garage.

8.1.5 Each Parking Right granted pursuant to this Master Deed is expressly limited to the parking of one (1) automobile in the Project Garage at any time. Subject to Section 8.3, the parking rights appurtenant to a Residential Unit, if any, may only be used to park automobiles registered with the applicable registry of motor vehicles that belong to the Residential Unit Owner owning the Residential Unit to which such parking rights are appurtenant, to any tenant of such Residential Unit or to any permitted employees of the Residential Unit Owner employed in such Residential Unit in accordance with Section 7.2 of this Master Deed. Each Residential Unit Owner owning the Residential Unit to which such Parking Rights is appurtenant or any tenant of such Residential Unit shall register with the Trustees the automobiles associated with such Parking Right; provided, however, that the registration of more than one (1) automobile shall not entitle such Residential Unit Owner or tenant to park more than one (1) automobile per Parking Right granted at any time (except in the case of a Residential Unit Owner or tenant holding additional Parking Rights). The term "automobile" shall mean automobiles, sport utility vehicles, motorcycles, motor scooters and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pick-up type trucks and mini-vans.

8.1.6 Notwithstanding anything in this Master Deed or the Declaration of Trust to the contrary and subject to the terms and provisions of the REA, the Project Garage may not be used for any purpose except for the parking of automobiles, storage and uses ancillary thereto by Residential Unit Owners (including their tenants and their invitees) and any other person or entity that has the right to park in the Project Garage pursuant to the REA. Subject to the terms and provisions of the REA, no boats, trailers, recreational vehicles or commercial vehicles shall be permitted to enter into and/or park in the Project Garage. Notwithstanding the foregoing two (2) sentences but subject to the terms and provisions of the REA, commercial vehicles belonging to licensees, invitees, contractors, tenants or employees of the Declarant or the Trust shall be permitted to park in the Project Garage and, subject to the immediately following sentence, commercial vehicles that are "automobiles" (as described in Section 8.1.5 above) belonging to invitees of Residential Unit Owners such as contractors, decorators, realtors and other consultants shall be permitted to park in the Project Garage in accordance with Section 8.3

below. Subject to the terms and conditions of the REA, the Residential Trustees shall have the right to regulate the types and sizes of vehicles that may be parked in the Project Garage, which includes, without limitation, the right to prohibit certain types of vehicles from using the Project Garage and/or establishing a "grandfathering" policy that would prohibit newly acquired sport utility vehicles and other large vehicles if the Residential Trustees determine that the Project Garage cannot safely or efficiently accommodate additional numbers of such types of vehicles.

8.1.7 Notwithstanding anything contained in this Section 8.1 to the contrary, the Trustees and the Unit Owners hereby acknowledge and agree that the Declarant may at any time, and in its sole and absolute discretion, relinquish the Parking Sale Right. If the Declarant relinquishes the Parking Sale Right, the Trustees shall thereafter have the Parking Sale Right with respect to any Parking Rights not initially conveyed by the Declarant and any Parking Rights that the Trust may come to hold.

8.2 Electric Charging Stations. The Project Garage may include the installation of electric charging stations or other capacity for charging electric automobiles belonging to Residential Unit Owners and any other person or entity that has the right to park in the Project Garage. The Residential Trustees or the Garage Operator shall regulate the usage of such electric charging stations, including without limitation, determining the length of time that any automobile may use such charging stations (even if the amount of time determined by the Residential Trustees or the Garage Operator will not be sufficient to charge such automobile to the full extent desired by the owner of the automobile). To the extent permitted by applicable Legal Requirements, any Residential Unit Owner or other person or entity using such electric charging stations may be charged for the cost of electricity allocated to their use of such charging stations, and, with respect to any Residential Unit Owner, such charges may be a Common Charge payable by such Residential Unit Owner in accordance with the Declaration of Trust or on such other terms as the Residential Trustees may determine.

8.3 Guest Parking; Employee Parking. Subject to the terms and provisions of the immediately following sentence, the Residential Trustees shall determine the parking policy for guests of Residential Unit Owners. There shall be no charge for guest parking if, at the time a Residential Unit Owner's guest requires parking at the Project Garage, the Residential Unit Owner with whom that guest is visiting is not then using its Parking Right (*i.e.*, that Residential Unit Owner's automobile is not then being parked in the Project Garage), and if a Residential Unit Owner has more than one (1) Parking Right, then there shall be no charge for guest parking if the number of automobiles requiring parking for such Residential Unit Owner's guests does not exceed the number of Parking Rights that such Residential Unit Owner is not then using. Except as otherwise provided in the immediately preceding sentence, guest parking shall depend on the availability of parking spaces in the Project Garage and the Trustees shall have the right to charge a fee to Residential Unit Owners or their guests for the use of the Project Garage for guest parking. If the Trustees charge such a fee to guest parkers, then the Trustees shall allocate the revenues from guest parking to the portion of the budget representing the operational costs of the Project Garage, as reasonably determined by the Trustees, to offset the amount of the Garage Costs for the then-current or immediately following Fiscal Year. Employees of the Trust and the Condominium Managing Agent shall be permitted to park in the Project Garage subject to the availability of spaces and at rates determined by the Garage Operator.

8.4 Parking Equipment. For so long as the Declarant owns a Unit in the Condominium, the Declarant shall have the right and easement to procure, erect and install one or more parking attendant booths, ticket machines, gates, signs (including, without limitation, lighted signs) and other fixtures and equipment related to the operation of the Project Garage (collectively, the "Parking Equipment"; the parking stackers described in Section 8.5 are specifically not deemed Parking Equipment) on any interior or exterior portion of the Common Elements. The Declarant shall have the right to remove, modify, and relocate the Parking Equipment at any time and from time to time without the consent of the Trustees.

8.5 Parking Stackers. The operation of the Project Garage shall include the use of so-called "parking stackers", which are mechanical lifts that allow for the vertical parking of automobiles on top of each other. By acceptance of a Unit Deed, each Residential Unit Owner and the Trustees acknowledge and agree that the time to park and retrieve automobiles from such stackers may be longer than if such stackers were not used for parking, and that such delay, if any, shall not be a basis for any claim against the Declarant, the Initial Trustee, the Condominium Managing Agent or any manager or submanager of the Project Garage. Not all automobiles, and in particular sport utility vehicles (SUVs), will fit in the parking stackers without causing damage to the parking stacker or the automobile. By acceptance of a Unit Deed, each Residential Unit Owner and the Trustees acknowledge and agree that it is the Residential Unit Owner's sole responsibility, prior to purchasing its Residential Unit (or, if already a Residential Unit Owner, prior to acquiring any new automobile), to obtain the Residential Trustees' approval regarding whether such Residential Unit Owner's automobile will fit within the parking stackers without causing damage to the parking stacker or such automobile or if its automobile will prevent a parking stacker from accommodating two (2) vehicles. Without limiting the provisions of Section 8.1, the Residential Trustees shall have the right, without any liability to the Residential Unit Owner, to prevent the Residential Unit Owner from using the Project Garage for such automobile if a Residential Unit Owner's automobile will not fit in a parking stacker without causing damage to the parking stacker or the automobile or will prevent a parking stacker from accommodating two (2) vehicles. The two (2) immediately preceding sentences shall not apply to any automobile parked pursuant to a Reserved Parking Right, a First-Priority Parking Right or a Non-Stacker Parking Right.

8.6 Project Garage Deck. The deck of Floor B-3 of the Tower Garage and a portion of the deck of Floor B-3 of the BB Garage, both of which are General Common Elements, consist of a thick concrete mat slab that is located on top of soil or other fill, and because of this design, such decks do not contain a so-called "membrane" or other type of surface waterproof coating. By acceptance of a Unit deed, each Unit Owner and the Trustees acknowledge and agree that the design and construction of the Project Garage without a so-called "membrane" or any other type of surface waterproof coating on such deck is not a design or construction defect and shall not constitute a basis of any claim against the Declarant, the Initial Trustee or the Condominium Managing Agent with respect to the design, construction or condition of the Building or the Project Garage.

8.7 Maintenance and Repair. The Trustees shall have the sole responsibility to maintain, repair and replace the Project Garage (including, without limitation, the floors) and all equipment and facilities that serve the Project Garage in accordance with the terms, conditions and provisions of the Condominium Documents and the REA. The Trustees shall procure any

and all permits, authorizations and licenses required to operate a parking garage in the City of Boston.

8.8 Sole Risk; Limitation on Liability. The parking of automobiles belonging to Residential Unit Owners, their tenants or guests in the Project Garage or elsewhere on the Land shall be at the sole risk of such Residential Unit Owners. The Declarant, the Trustees, the Condominium Managing Agent, the Garage Operator and their respective agents, servants, contractors or employees shall not be liable or responsible for any damage to automobiles (or any of their parts), or other property, or to any Residential Unit Owner, or to any person, at any time arising by reason of the use or occupancy of the Project Garage or arising by reason of accident, natural conditions, catastrophes, intentional destruction of vandalism, explosion, war, fire, theft, the bursting of pipes, flooding and storm surge, water leakage through the floor slabs, or for any other cause whatsoever, or incurred in any other way or manner, unless said damage or injury to such person or property is caused by the willful negligence or misconduct of the Declarant, the Trustees, the Condominium Managing Agent, the Garage Operator and their respective agents, servants, contractors or employees, as applicable. The Declarant, the Trustees, the Condominium Managing Agent, the Garage Operator and their respective agents, servants, contractors and employees shall not be liable for any damage, injury or loss to person or to the property of any Residential Unit Owner or any other person caused by any person other than the Declarant, the Trustees, the Condominium Managing Agent, the Garage Operator and their respective agents, servants, contractors or employees or resulting from any vehicle or other property of any other person upon or near the Project Garage. This Master Deed, any provisions hereof, any Unit deed or separate conveyance instrument of a right to park in the Project Garage shall not be deemed to create any bailment with respect to the vehicle (or contents thereof, known or unknown) that any Residential Unit Owner registers with the Trustees.

8.9 Transit Pass Program. The Trustees shall offer to the residents of the Residential Units the ability to participate in a transit pass program for the use of public transit. Such transit pass program shall be developed by the Trustees.

ARTICLE 9

ALTERATIONS AND COMBINATION OF UNITS

9.1 Alterations and Improvements.

9.1.1 No Unit Owner shall make any alteration, modification, substitution, addition, improvement or repair (each referred to herein as an "Alteration") in or to its Unit which may affect or concern (i) the mechanical or structural integrity of the Building, (ii) except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof), (ii) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements, the Building Systems, or (iii) which is a Dead Space Improvement without obtaining the prior written consent of the Trustees, which shall not be unreasonably withheld, conditioned or delayed. No such Alterations shall be performed if, in the opinion of the Trustees, such Alterations shall have a material adverse impact on the Building or, except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof) and (ii) any Building Systems exclusively serving the Commercial Unit and/or the

Commercial Limited Common Elements, the Building Systems, unless the Unit Owner proposing the Alterations implements such measures as shall, in the reasonable judgment of the Trustees, mitigate in a commercially reasonable manner the adverse impact of the proposed Alterations. Nothing herein shall be construed to preclude replacements of equipment, materials or apparatus which conform to the Building's standard specifications. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration in or to a Unit, the Trustees may, at their option, require the Unit Owner desiring to make such Alteration to (a) prepare plans and specifications for review and approval by the Trustees, which approval shall be granted or denied within thirty (30) days of submission (provided that failure of the Trustees to approve or disapprove such plans and specifications in writing within thirty (30) days of submission shall constitute the Trustee's deemed approved of such plans and specifications) and (b) execute an agreement, in form and substance reasonably satisfactory to the Trustees, setting forth the terms and conditions under which such Alteration may be made. All Alterations which would affect the mechanical or structural integrity of the Building or, except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof) and (ii) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements, the Building Systems shall:

(A) be made at the sole cost and expense of the applicable Unit Owner in accordance with the approved (or deemed approved) plans and specifications;

(B) be performed in a good and workmanlike manner and shall be compatible in quality with the original construction materials incorporated into the Building and otherwise be made in compliance with this Master Deed, the Condominium Documents and all Legal Requirements;

(C) be performed in a manner that will not interfere with, or cause any labor disturbances or stoppages in, work within the Building being performed by the Declarant, the Trustees, Condominium Managing Agent or any other Unit Owner; and

(D) be performed only during such days and hours as may be specified by the Trustees in their reasonable judgment and, except with respect to any Alterations being performed by the Commercial Unit Owner, by only those architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the then approved list of the Trustees, which list is to be prepared and amended from time to time by the Trustees in their reasonable judgment.

A Unit Owner making any such Alterations shall, if required by the Trustees, pay the cost of: (a) any necessary amendment of the Condominium Documents required by the Alterations, (b) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any the Alterations, and (c) any reasonable architectural, engineering, management and legal fees incurred by the Trustees in connection with any such Alterations.

9.1.2 Pursuant to Section 5.3.11, so-called "dead space" areas within unused and unoccupied portions of Building that directly abut the vertical boundary of any Residential Unit are Residential Limited Common Elements for the exclusive use of the Residential Unit that

directly abuts such dead space area and may be used by such Residential Unit solely for Dead Space Improvements; provided, however, that if such dead space area also abuts another Residential Unit, then each Residential Unit Owner shall only have rights to the vertical centerline of such dead space area. This right includes the right to penetrate the dead space area and the exterior Unit boundary wall(s) to make the Dead Space Improvements. The Trustees shall grant their written consent to any proposed Dead Space Improvements provided (i) the Dead Space Improvements are to be constructed solely in unused and unoccupied areas of the Building; (ii) the Dead Space Improvements are permitted by, and shall comply with, applicable Legal Requirements; and (iii) the Dead Space Improvements will not adversely affect the mechanical or structural integrity or operation of the Building or the Building Systems, all as reasonably determined by the Trustees.

9.1.3 The Commercial Unit Owner shall have the right to make Alterations to the Commercial Unit, the Common Elements located therein or adjacent thereto and the Roof without the consent of the Trustees, provided (i) the Commercial Unit Owner delivers plans and specifications prepared by a licensed engineer or architect to the Trustees and a certification addressed to the Trustees from the engineer and/or architect, as may be applicable, stating that that the Alterations will not have a material adverse impact on the other Units, the Common Elements, the mechanical or structural integrity of the Building, or, except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof) and (ii) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements, the Building Systems,; (ii) such work, when completed, will not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or the Common Elements, as reasonably determined by the Trustees, and (iii) such work is conducted in accordance with and remains in compliance with the REA and Legal Requirements. Any Alterations on the Tower Roof by the Commercial Unit Owner shall be limited to the installation of telecommunications equipment to the serve the Commercial Unit or to alterations or modifications to any such existing equipment; and shall be subject to the provisions of Sections 4.6.4, 5.5.12(C) and 7.3.2.

9.2 Combination of Units.

9.2.1 At any time, and from time to time, without the necessity of the consent of any other Unit Owner (or any Mortgagee thereof except for any Mortgagee holding a mortgage encumbering the Units to be combined), a Unit Owner of more than one (1) Unit, with the prior written approval of the Trustees (such approval not to be unreasonably withheld, conditioned or delayed) and the consent of any Mortgagee holding a mortgage on such Unit, may, subject to the terms hereof and to the terms of Chapter 183A, combine two or more Units owned or acquired by such Unit Owner and that are adjacent or contiguous to one another either horizontally (i.e., on the same floor) or vertically (i.e., on different floors), into one larger Unit. In the case of vertically contiguous Units, such contiguity need not be identical (i.e., the Units that are above and below need not have the exact same footprint to be considered vertically contiguous.). Such approval rights of the Trustees shall be limited to whether the combination of Units would adversely affect the Building Systems (except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof) or (ii) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements) or the mechanical or structural integrity of the Building. If, after reviewing plans and specifications for the

combination of Units submitted by the Unit Owner, the Trustees determine that such combination of Units would adversely affect the Building Systems (except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof) or (ii) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements) or the mechanical or structural integrity of the Building and such adverse effects have not be adequately mitigated, the Trustees shall provide written notice of such determination to the Unit Owner. Such Unit Owner shall have the right to revise the plans and specifications for such combination in order to conform to such written determination of the Trustees and to mitigate any such adverse effects. To the extent that any Common Elements (including any hallways or other corridors) need to be modified, relocated or incorporated into the combined Units, the Trustees may grant, in the Trustee's reasonable discretion, the Unit Owner a license to modify, relocate or incorporate Common Elements within the combined Units (all at such Unit Owner's sole cost and expense), provided such relocation or incorporation does not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or such relocated Common Elements.

9.2.2 Any combination of Units shall not result in any increase or decrease to the Percentage Interests of any Unit Owner or any change in any Unit Owner's rights in and to any Common Elements, or otherwise affect the obligations of any other Unit Owner, other than the Unit Owner(s) undertaking such combination. After any such combination, the Percentage Interests of the resulting Unit shall equal the total Percentage Interests of the Units so combined.

9.2.3 No combination of Units shall become effective until notice thereof is delivered to the Trustees, and an amendment to this Master Deed is recorded with the Registry by the Unit Owner(s) causing such combination, which amendment shall be in a form reasonably satisfactory to the Trustees. Said amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a description of the newly created Unit, (ii) amended floor plans showing the Unit created thereby, (iii) a revised Exhibit B setting forth the new Percentage Interests of the Unit resulting from the combination, (iv) a description of any changes to the Common Elements resulting from such combination, and (v) a description of any new limited common elements (whether Residential Limited Common Elements or Commercial Limited Common Elements, as the case may be) created in connection with such combination. The costs and expenses of recording and preparing the foregoing amendment (including attorneys' fees) shall be borne by the Unit Owner(s) undertaking the combination. Each Unit Owner, by its signature to any document effecting a combination of its Unit pursuant to this Section 9.2, certifies that it has obtained the consent of its Mortgagee(s), if any, as such consent may be required under the mortgage(s) encumbering its Unit.

9.2.4 By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner's attorney-in-fact the Unit Owner(s) electing to combine Unit(s) to make, from time to time, any and all such amendments required by the combination of Units and, to the extent such execution may be required by Legal Requirements, to execute any such amendment on such Unit Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

9.2.5 Notwithstanding anything in this Section 9.2 to the contrary, this Section 9.2 is not applicable to the Declarant, whose rights with regard to the subject matter hereof are governed by other provisions of this Master Deed.

9.3 Subdivision of Residential Units.

9.3.1 Except as set forth in Section 9.4 and Section 9.7, no Residential Unit that has not been previously combined from two or more Residential Units pursuant to Section 9.2 may be subdivided hereunder. At any time, and from time to time, without the necessity of the consent of any other Residential Unit Owner (or any Mortgagee thereof except for any Mortgagee holding a mortgage encumbering the Residential Unit to be subdivided), a Unit Owner of a Residential Unit which has been combined after the date hereof pursuant to Section 9.2 (whether or not such Residential Unit Owner itself was the Unit Owner that combined the Unit), with consent of any Mortgagee holding a mortgage on such Residential Unit, may, subject to the terms hereof and to the terms of Chapter 183A, subdivide such combined Residential Unit.

9.3.2 A Residential Unit Owner of two or more preexisting Residential Units that have been combined pursuant to Section 9.2 shall be permitted to subdivide such Residential Unit provided that (i) such Residential Unit is subdivided into only the number of Residential Units that existed prior to such combination pursuant to Section 9.2, (ii) the Residential Unit Owner reinstalls and reconstructs any Common Elements that existed prior to such combination that were incorporated into the combined Residential Unit, (iii) the Residential Unit Owner complies with the terms and provisions of this Article 9 and other applicable provisions of this Master Deed concerning construction within Units, the Declaration of Trust and the Rules and Regulations and (iv) the Residential Unit Owner obtains the prior written consent of the Trustees, which shall be limited to whether the subdivision of the Residential Unit would adversely affect the Building Systems or mechanical or structural integrity of the Building, and which consent shall be deemed given provided that the proposed subdivision restores the mechanical and structural layout and elements shown in the original Plans for each Residential Unit prior to their combination pursuant to Section 9.2.

9.3.3 The Percentage Interests of each such subdivided Unit shall be allocated as determined by the applicable Unit Owner in accordance with Chapter 183A. In no event shall the Percentage Interests of each such subdivided Unit result in any increase or decrease to the Percentage Interests of any Unit Owner or any change in any Unit Owner's rights in and to any Common Elements, or otherwise affect the obligations of any other Unit Owner, other than the Unit Owner(s) undertaking such subdivision. After any such subdivision, the Percentage Interests of the resulting Units shall equal the total Percentage Interests of the previously combined Unit; provided, however, that the Unit Owner shall allocate to the re-subdivided Units the number of Parking Rights and Storage Spaces then-appurtenant to the combined Unit, if any, in any combination that the Unit Owner may elect, such that all of the Parking Rights and Storage Spaces then-appurtenant to the combined Unit will have been allocated to the re-subdivided Units, and the Unit Owner shall make such allocation in the amendment to the Master Deed specified in Section 9.3.4 below.

9.3.4 No subdivision of Units shall become effective until notice thereof is delivered to the Trustees, and an amendment to this Master Deed is recorded by the Unit

Owner(s) causing such subdivision, which amendment shall be in a form reasonably satisfactory to the Trustees. Said amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a description of the newly created Units, (ii) amended floor plans showing the Units created thereby, (iii) a revised Exhibit B setting forth the new Percentage Interests of the Units resulting from the subdivision, (iv) a description of any changes to the Common Elements resulting from such subdivision, (v) a description of any new Residential Limited Common Elements created in connection with such subdivision, and (vi) the allocation of Parking Rights and Storage Spaces as specified in Section 9.3.3 above. The costs and expenses of recording and preparing the foregoing amendment (including attorneys' fees) shall be borne by the Unit Owner(s) undertaking the subdivision. Each Unit Owner, by its signature to any document effecting a subdivision of its Unit pursuant to this Section 9.3, certifies that it has obtained the consent of its Mortgagee(s), if any, as such consent may be required under the mortgage(s) encumbering its Unit.

9.3.5 By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner's attorney-in-fact, the Unit Owner(s) electing to subdivide the foregoing Unit to make, from time to time, any and all such amendments required by the subdivision of Units and, to the extent such execution may be required by any Legal Requirement, to execute any such amendment on such Unit Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

9.3.6 Notwithstanding anything in this Section 9.3 to the contrary, this Section 9.3 is not applicable to the Declarant, whose rights with regard to the subject matter hereof are governed by other provisions of this Master Deed.

9.4 Subdivision of the GPH Unit.

9.4.1 Declarant hereby reserves, on its own behalf and on behalf of any successor Unit Owner(s) from time to time of the GPH Unit, the right to subdivide the GPH Unit as more particularly provided in this Section 9.4. At any time, and from time to time, without the necessity of the consent of any other Unit Owner (or any Mortgagee thereof except for any Listed Mortgagee holding a mortgage encumbering the GPH Unit or portion thereof to be subdivided), the Unit Owner of the GPH Unit, with the prior written approval of the Trustees (such approval not to be unreasonably withheld, conditioned or delayed) and the consent of any Mortgagee holding a mortgage on such Unit, may, subject to the terms hereof and to the terms of Chapter 183A, subdivide the GPH Unit into two (2) or three (3) smaller Residential Units. The subdivision of the GPH Unit shall be considered an Alteration of the GPH Unit, and accordingly, the Unit Owner of the GPH Unit shall comply with the terms and provisions of this Article 9 and other applicable provisions of this Master Deed concerning construction within Units, the Declaration of Trust and the Rules and Regulations. The Unit Owner of the GPH Unit may initially subdivide the GPH Unit into two (2) Units and at a later date further subdivide the remaining portion of the GPH Unit so as to create no more than three (3) Units in total. If the GPH Unit is subdivided, the Residential Units resulting from the subdivision may thereafter be combined and, if so combined, later subdivided in accordance with the provisions of Sections 9.2 and 9.3 above.

9.4.2 In connection with any subdivision of the GPH Unit, the Unit Owner of the GPH Unit shall either reinstall and reconstruct the GPH Corridor as a Residential Limited Common Element in the same location as that shown on the GPH Floor Plan, or may relocate the GPH Corridor, provided any such relocation does not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or such relocated Common Elements as reasonably determined by the Trustees. Additionally, in connection with any subdivision of the GPH Unit, the Unit Owner of the GPH Unit may install planters or other fixtures approved by the Trustees, such approval not to be unreasonably withheld, that demise exclusive use areas of the Unit Terrace that is appurtenant to the GPH Unit such that each such subdivided Unit shall have the exclusive right to use a portion of such Unit Terrace immediately abutting such subdivided Unit. In the event the Unit Owner of the GPH Unit only subdivides the GPH Unit into two (2) smaller Residential Units, the Unit Owner of the GPH Unit shall only be required to reinstall and reconstruct (or relocate, as may be applicable), those portions of the GPH Corridor required by applicable Legal Requirements. The Unit Owner of the GPH Unit shall also have the right, at its sole cost and expense, to add a mailbox in the mailroom for each of the Units resulting from the subdivision of the GPH Unit provided that the Unit Owner of the GPH Unit obtains the necessary approvals from the Trustees, such consent not to be unreasonably withheld, and from the U.S Postal Service and any other governmental entities.

9.4.3 The Percentage Interests of the Units resulting from the subdivision of the GPH Unit shall be allocated as determined by the Unit Owner of the GPH Unit in accordance with Chapter 183A. In no event shall the Percentage Interests of each such subdivided Unit result in any increase or decrease to the Percentage Interests of any Unit Owner or any change in any Unit Owner's rights in and to any Common Elements, or otherwise affect the obligations of any other Unit Owner, other than the Unit Owner(s) undertaking such subdivision. After any such subdivision, the Percentage Interests of the resulting Units shall equal the total Percentage Interests of the GPH Unit prior to the subdivision.

9.4.4 No subdivision of the GPH Unit shall become effective until notice thereof is delivered to the Trustees, and an amendment to this Master Deed is recorded by the Unit Owner(s) of the GPH Unit causing such subdivision, which amendment shall be in a form reasonably satisfactory to the Trustees. Said amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a description of the newly created Units, (ii) amended floor plans showing the Units created thereby, (iii) a revised Exhibit B setting forth the new Percentage Interests of the Units resulting from the subdivision, (iv) a description of any changes to the GPH Corridor resulting from such subdivision, (v) a description of any new Residential Limited Common Elements created in connection with such subdivision, and (vi) the allocation of Parking Rights as specified in Section 9.3.3 above. The costs and expenses of recording and preparing the foregoing amendment (including attorneys' fees) shall be borne by the Unit Owner(s) undertaking the subdivision. The Unit Owner(s) of the GPH Unit, by its or their signature to any document effecting a subdivision of the GPH Unit pursuant to this Section 9.4, certifies that it has obtained the consent of its Listed Mortgagee(s), if any, as such consent may be required under the mortgage(s) encumbering its Unit.

9.4.5 By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner's attorney-in-fact the Unit Owner(s) electing to

subdivide the GPH Unit to make, from time to time, any and all such amendments required by the subdivision of the GPH Unit and, to the extent such execution may be required by any Legal Requirement, to execute any such amendment on such Unit Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

9.5 Subdivision of Commercial Unit.

9.5.1 At any time, and from time to time, without the necessity of the consent of any other Unit Owner (or any Mortgagee thereof except for any Mortgagee holding a mortgage encumbering the Commercial Unit to be subdivided), the Unit Owner of the Commercial Unit with the prior written approval of the Trustees (such approval not to be unreasonably withheld, conditioned or delayed) and the consent of any Mortgagee holding a mortgage on such Unit, may, subject to the terms hereof and to the terms of Chapter 183A, subdivide the Commercial Unit into two (2) or more smaller Commercial Units. Such approval rights of the Trustees shall be limited to whether the subdivision of the Commercial Unit would adversely affect the Building Systems (except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof) or (ii) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements) or the mechanical or structural integrity of the Building. If, after reviewing plans and specifications for the subdivision of the Commercial Unit submitted by the Commercial Unit Owner, the Trustees determine that such subdivision would adversely affect the Building Systems (except with respect to (i) the Tower Building System and Shared System (or applicable portions thereof) or (ii) any Building Systems exclusively serving the Commercial Unit and/or the Commercial Limited Common Elements) or the mechanical or structural integrity of the Building, the Trustees shall provide written notice of such determination to the Commercial Unit Owner. The Commercial Unit Owner shall have the right to revise the plans and specifications for such combination in order to conform to such written determination of the Trustees and to mitigate any such adverse effects.

9.5.2 In connection with any such subdivision, the Commercial Unit Owner may create Commercial Limited Common Elements to be shared exclusively among the owner(s) of the newly created Commercial Units and (ii) relocate existing Common Elements located within the original Commercial Unit (provided any such relocation does not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or such relocated Common Elements).

9.5.3 In connection with any such subdivision of a Commercial Unit, the Percentage Interests of such Commercial Unit to be subdivided shall be reallocated among the newly created Commercial Units in accordance with Chapter 183A. Any subdivision of a Commercial Unit shall not result in any increase or decrease to the Percentage Interests of any Unit Owner or any change in any Unit Owner's rights in and to any Common Elements, or otherwise affect the obligations of any other Unit Owner, other than the Unit Owner(s) undertaking such subdivision. After any such subdivision, the Percentage Interests of the resulting Commercial Units shall equal the total aggregate Percentage Interests of the Commercial Unit(s) prior to such subdivision. With respect to the Commercial Limited Common Percentage Interest of each newly-created Commercial Unit, each such Commercial Limited Common Percentage shall be the approximate relation that the fair value of such Commercial

Unit bears to the aggregate fair value of all Commercial Units as of the date of recording of the amendment to this Master Deed for such subdivision in accordance with the provisions of Chapter 183A, Section 5(a).

9.5.4 No subdivision of Units shall become effective until notice thereof is delivered to the Trustees, and an amendment to this Master Deed is recorded by the Unit Owner(s) causing such subdivision, which amendment shall be in a form reasonably satisfactory to the Trustees. Said amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a description of the newly created Units, (ii) amended floor plans showing the Units created thereby, (iii) a revised Exhibit B setting forth the new Percentage Interests of the Units resulting from the subdivision of the Commercial Unit, (iv) a description of any changes to the Common Elements resulting from such subdivision and (v) a description of any new Commercial Limited Common Elements created in connection with such subdivision. The costs and expenses of recording and preparing the foregoing amendment (including attorneys' fees) shall be borne by the Unit Owner(s) undertaking the subdivision. Each Unit Owner, by its signature to any document effecting a subdivision of its Unit pursuant to this Section 9.5, certifies that it has obtained the consent of its Mortgagee(s), if any, as such consent may be required under the mortgage(s) encumbering its Unit.

9.5.5 By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner's attorney-in-fact, the Unit Owner(s) electing to subdivide the foregoing Unit to make, from time to time, any and all such amendments required by the subdivision of the Commercial Unit and, to the extent such execution may be required by any Legal Requirement, to execute any such amendment on such Unit Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium.

9.5.6 Notwithstanding anything in this Section 9.5 to the contrary, this Section 9.5 is not applicable to the Declarant, whose rights with regard to the subject matter hereof are governed by other provisions of this Master Deed.

9.6 Declarant's Reserved Rights to Make Alterations and Improvements. For so long as the Declarant owns a Unit in the Condominium, and notwithstanding anything to the contrary contained in the Condominium Documents, the Declarant reserves for itself, and its successors and assigns or its or their designees (including, without limitation, any Unit Owner), the exclusive right and power, and easement at any time and from time to time, in its sole and absolute discretion, without the consent of the Trustees, any Unit Owner or any Mortgagees, unilaterally to (i) enter into and perform work within any other Unit in connection with the initial construction and/or build-out of, in or to any adjacent Unit, provided that the impacted Unit Owner is provided with reasonable advance notice of any such entry, such work is performed at reasonable times and in a manner so as to minimize, to the extent practicable, interference with the impacted Unit Owner's use or enjoyment of its Unit, and any damage to the impacted Unit will promptly be restored to the condition existing prior to such damage at no cost to the impacted Unit Owner, (ii) make any alteration, modification, substitution, addition, improvement or repair in or to any Units owned or controlled by the Declarant or the Common Elements, whether or not affecting or concerning the mechanical or structural integrity of the Building or

the Building Systems, and (iii) authorize and approve any alteration, modification, substitution, addition, improvement or repair, whether or not affecting or concerning the mechanical or structural integrity of the Building or the Building Systems, in or to any Unit conveyed by Declarant in an unfinished, shell or so-called "vanilla box" condition in connection with the initial build-out of such Unit. Notwithstanding the foregoing, Declarant may not install any Rooftop Equipment if the noise and vibration levels from such equipment will exceed the Noise and Vibration Standard. In connection with any such alterations, modifications, substitutions, additions, improvements or repairs, the Declarant shall, at its cost, execute and record any necessary amendments to the Condominium Documents to the extent required by such alterations, modifications, substitutions, additions, improvements or repairs. Each such amendment may (but shall not be required to) include amendments to the Plans that depict such matters as the Declarant deems appropriate, which shall comply with Section 8 of Chapter 183A. By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes the Declarant as such Unit Owner's attorney-in-fact to make, from time to time, any and all such amendments to this Master Deed (including the Plans) or to the Declaration of Trust or both in furtherance of the Declarant's rights under this Section 9.6, and, to the extent such execution may be required by any Legal Requirement, to execute any such amendment on such Unit Owner's behalf, subject to the provisions of Section 11. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium. Included in the Declarant's rights under this Section 9.6 is the right from time to time to amend and restate this Master Deed in order to consolidate such amendments into a single Master Deed or otherwise.

9.7 Declarant's Reserved Rights to Subdivide/Combine Residential Units. For so long as the Declarant owns a Unit in the Condominium, the Declarant reserves for itself, and its successors and assigns or its or their designees, the exclusive right and power, and easement at any time and from time to time, in its sole and absolute discretion, without the consent of the Trustees, any Unit Owner or any Mortgagees, unilaterally to amend this Master Deed or the Declaration of Trust or both to change the number, size, location and configuration of all or any portion of any Residential Unit or Residential Units owned by the Declarant provided the same is in accordance with the mandatory provisions of Chapter 183A, and if desired by the Declarant in its sole and absolute discretion, to convey such additional Residential Units, as set forth below:

9.7.1 The Declarant may at any time and from time to time (a) subdivide any portion of any Residential Unit owned by the Declarant to create two (2) or more Residential Units or (b) combine two (2) or more Residential Units owned by the Declarant for the purpose of creating a larger Residential Unit. In connection with any exercise of such reserved rights, the Declarant may relocate existing Common Elements located within the original Residential Unit(s) (provided any such relocation does not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or such relocated Common Elements).

9.7.2 Upon the subdivision or combination of any such Residential Unit(s), the Declarant shall execute and record an amendment to this Master Deed (each, a "Residential Unit Amendment") describing the resulting Residential Unit(s) that it is creating from such subdivision or combination. After any such subdivision or combination, the aggregate Percentage Interests of the resulting Residential Unit(s) shall equal (a) in the case of a

subdivision, the total Percentage Interests of the initial Residential Unit prior to being subdivided pursuant to this Section 9.7 and (b) in the case of a combination, the aggregate Percentage Interests of the initial Residential Units prior to being combined pursuant to this Section 9.7. The Declarant reserves the right, in connection with any or all Residential Unit Amendments, to restate Exhibit B to reflect the Percentage Interests of all of the Units in the Condominium. Each Residential Unit Amendment shall include amendments to the Plans that depict such new Residential Unit(s), which shall comply with Section 8 of Chapter 183A.

9.7.3 By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes the Declarant as such Unit Owner's attorney-in-fact to make, from time to time, any and all such amendments to this Master Deed (including the Plans) or to the Declaration of Trust or both in furtherance of the Declarant's rights under this Section 9.7, and, to the extent such execution may be required by any Legal Requirement, to execute any such amendment on such Unit Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium. Included in the Declarant's rights under this Section 9.7 is the right from time to time to amend and restate this Master Deed in order to consolidate the Residential Unit Amendments into a single Master Deed or otherwise.

9.7.4 Although the Declarant has reserved the right herein to subdivide or combine Residential Unit(s) and to convey such resulting Residential Unit(s) to third parties, it is not obligated to do so, and the Declarant may, in its sole and absolute discretion, lease some or all of the floor area to tenants pursuant to the terms of this Master Deed.

9.8 Declarant's Reserved Rights to Subdivide/Combine Commercial Units. For so long as the Declarant owns the Commercial Unit, the Declarant reserves for itself, and its successors and assigns or its or their designees, the exclusive right and power, and easement at any time and from time to time, in its sole and absolute discretion, without the consent of the Trustees, any Unit Owner or any Mortgagees, unilaterally to amend this Master Deed or the Declaration of Trust or both to change the number, size, location and configuration of all or any portion of the Commercial Units owned by the Declarant provided the same is in accordance with Chapter 183A, and if desired by the Declarant in its sole and absolute discretion, to convey such Commercial Unit, as set forth below:

9.8.1 The Declarant may at any time and from time to time (a) subdivide any portion of the Commercial Unit owned by the Declarant to create two (2) or more Commercial Units or (b) combine two (2) or more Commercial Units for the purpose of creating a larger Commercial Unit. In connection with any exercise of such reserved rights, the Declarant may (a) create Commercial Limited Common Elements to be shared exclusively among the owner(s) of the newly created Commercial Units and (b) relocate existing Common Elements located within the original Commercial Unit(s) (provided any such relocation does not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or such relocated Common Elements).

9.8.2 Upon the subdivision or combination of a Commercial Unit, the Declarant shall execute and record an amendment to this Master Deed (each, a "Commercial Unit

Amendment”) describing the resulting Commercial Unit(s) that it is creating from such subdivision or combination. After any such subdivision or combination, the aggregate Percentage Interests of the resulting Commercial Unit(s) shall equal (a) in the case of a subdivision, the total Percentage Interests of the initial Commercial Unit prior to being subdivided pursuant to this Section 9.8 and (b) in the case of a combination, the aggregate Percentage Interests of the initial Commercial Units prior to being combined pursuant to this Section 9.8. The Declarant reserves the right, in connection with any or all Commercial Unit Amendments, to restate Exhibit B to reflect the Percentage Interests of all of the Units in the Condominium. Each Commercial Unit Amendment shall include amendments to the Plans that depict such new Commercial Unit(s), which shall comply with Section 8 of Chapter 183A.

9.8.3 By the acceptance of a Unit deed (whether such deed is from the Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner’s attorney-in-fact, the Declarant to make, from time to time, any and all such amendments to this Master Deed (including the Plans) or to the Declaration of Trust or both in furtherance of the Declarant’s rights under this Section 9.8, and, to the extent such execution may be required by any Legal Requirement, to execute any such amendment on such Unit Owner’s behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium. Included in the Declarant’s rights under this Section 9.8 is the right from time to time to amend and restate this Master Deed in order to consolidate the Commercial Unit Amendments into a single Master Deed or otherwise.

9.8.4 Although the Declarant has reserved the right herein to subdivide or combine Commercial Unit(s) and to convey such resulting Commercial Unit(s) to third parties, it is not obligated to do so, and the Declarant may, in its sole and absolute discretion, lease some or all of the floor area to tenants pursuant to the terms of this Master Deed.

9.9 Construction Within Units. Any Unit Owner(s) undertaking construction in its Unit, whether in connection with the exercise of its rights under this Article 9 or otherwise (except pursuant Sections 9.6, 9.7 and 9.8), shall maintain such additional insurance, and shall cause its contractor(s) to maintain insurance, in full force and effect throughout the construction period, as may be reasonably required by the Trustees. Said Unit Owner(s) further agree that (i) all such construction shall be performed at the sole cost and expense of such Unit Owner(s), in a good and workmanlike manner and in accordance with all Legal Requirements and the Rules and Regulations, and shall be compatible in quality with the original construction materials incorporated into the Condominium, (ii) any construction, reconstruction, or renovation shall not be undertaken that will affect (except as otherwise permitted by any approval from the Trustees required and granted under this Article 9) or endanger the structure of the Building or the mechanical, electrical or plumbing systems of the Condominium, (iii) all construction activities shall conform to the Rules and Regulations concerning use of loading docks, dumpsters, elevators and work hours, (iv) all construction activities shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner’s use or enjoyment of its Unit or the Common Elements; and (v) it will enter into a written agreement with the Trust containing commercially reasonable terms and conditions established by the Trustees governing such construction, including, without limitation, the right to require such Unit Owner to obtain lien payment and performance bonds. Any Unit Owner performing such work shall be responsible

for any damage to other Units or any Common Elements to the extent caused by or attributable to such work. Notwithstanding the foregoing, this Section 9.9 is not applicable to the Declarant. Until final completion of the initial construction of the Condominium, the Declarant shall have the right to approve the identity of any and all contractors, subcontractors, mechanics and laborers hired by any Unit Owner proposing to perform construction work in its Unit and the times when any such work may be performed, such approval not to be unreasonably withheld or delayed. Prior to such final completion, Unit Owners shall not at any time directly or indirectly employ or permit the employment of any workmen in or about their Unit if such employment may or does interfere or cause any conflict with any other construction being performed in or about the Condominium by or on behalf of the Declarant or its affiliates. Without limitation, if a work stoppage or other strike or job action occurs anywhere in or about the Condominium prior to such final completion as the result of the presence of workmen in or about a Unit or other areas of the Condominium, which workmen are engaged directly or indirectly by a Unit Owner, or if any such workmen fail to comply with any such rules or regulations of Declarant and/or the Trustees, in the Declarant's reasonable judgment, then upon twelve (12) hours' written notice, the Declarant may require any such workmen to vacate the Unit and the Condominium without incurring any liability to the Unit Owner or such workmen (and the Unit Owner's contracts with the Unit Owner's workmen will require compliance with any such requirement without liability to Declarant).

ARTICLE 10

ADDITIONAL RESERVED RIGHTS OF DECLARANT

In addition to any other rights and/or easements that are reserved to the Declarant pursuant to this Master Deed or the Declaration of Trust, and notwithstanding anything in this Master Deed or the Declaration of Trust to the contrary, the Declarant hereby reserves and shall have the following rights and easements for so long as the Declarant owns a Unit in the Condominium:

10.1 Transitional Use of Units. The exclusive right and easement to:

10.1.1 Model Unit. Use any unsold Unit (or portions thereof) as a model unit for showing to prospective transferees, management offices, sales offices, leasing offices or customer service offices or for any other purpose, and to relocate the same from time to time;

10.1.2 Touring. Tour any prospective purchasers of Units throughout the Common Elements;

10.1.3 Advertising. Erect or maintain anywhere within or on the Common Elements advertising signs or other promotional displays for advertising purposes;

10.1.4 Completion of Development. Use any reasonably suitable part of the Premises (other than any Units which have been conveyed by Declarant) to complete and close-out its construction and development activities (including reasonable storage of building materials and equipment) and to complete its intended development on the Land and within the Building;

10.1.5 Construction Completion. Exclusively and in its sole discretion, conduct, regulate, coordinate, and direct construction and development activities on or about the Premises (other than in any Units which have been conveyed by Declarant) without the approval or consent of the Trustees or Unit Owners;

10.1.6 Modification. Make changes or modifications to any unsold Unit or Unit owned by the Declarant as set forth in Section 4.7 above; and

10.1.7 Marketing and Sale of Units. Set the price (in its sole discretion) for any Unit (including Storage Spaces and/or Parking Rights) other than any Units which have been conveyed by Declarant, and market, contract, and sell any Unit at whatever price and on whatever terms and conditions it may choose.

10.2 Residential Club Area.

10.2.1 The exclusive right and easement to control and manage the food and beverage service in and to the Residential Club Area (the "Residential Club Rights"). The Residential Club Rights include, without limitation, the exclusive right to sell, cater, produce, cook, prepare and serve food and beverages in and to the Residential Club Area and to Residential Unit Owners using the Residential Club Area and their tenants and guests (including without limitation any functions or events in the Residential Club Area), and the exclusive right to use the cooking, serving, kitchen and bar facilities of the Residential Club Area in connection therewith. Without the consent of the Trustees or any other person or entity, the Declarant may assign, transfer or license the Residential Club Rights to any Commercial Unit Owner or any tenant of a Commercial Unit or any other person or entity, including any affiliate of the Declarant (the Declarant and any such assignee, transferee or licensee being referred to herein as the "RC Food/Beverage Operator"). The RC Food/Beverage Operator may enter into one or more agreements with one or more entities to manage or submanage the RC Food/Beverage Operator's Residential Club Rights, which such manager or submanager(s) may be an affiliate(s) of the RC Food/Beverage Operator. In connection with the exercise of the Residential Club Rights, the RC Food/Beverage Operator and any licensee, contractor or agent thereof may enter into a services or other agreement with the Trustees (including the Initial Trustee) that (1) will require the payment of certain fees and other amounts by the Trustees to the RC Food/Beverage Operator (collectively, the "F/B Services Fees"), (2) will require the RC Food/Beverage Operator to name the Trustees and the Trust on its liquor liability insurance policy with commercially reasonable coverage amounts and (3) will be binding on any successor Trustees for the term thereof; provided, however, that the terms of any such services or other agreements, including without limitation the amount of the F/B Services Fees to be paid to the RC Food/Beverage Operator (or any licensee, contractor or agent thereof), shall be on generally prevailing market rate terms for similar agreements in other luxury residential buildings in the City of Boston. Notwithstanding anything in the Condominium Documents to the contrary, the RC Food/Beverage Operator shall not be subject to any rules or regulations or other restrictions that the Trustees may impose with respect to the use of the Residential Club Area, including without limitation, any charge or fee for the use of the Residential Club Area or limitations on the hours of operation of the Residential Club Area or any restrictions (other than applicable Legal Requirements) on the prices, amounts or types of food or beverages that may be served in the Residential Club Area (including without limitation, alcoholic beverages) or on the hours of

operation of food or beverage service in the Residential Club Area or any restrictions with respect to the signs, menus, decorations or other materials that the RC Food/Beverage Operator may desire to install or place in or on the Residential Club Area and the Declarant hereby reserves the right and easement therefor. Notwithstanding the immediately foregoing sentence, the RC Food/Beverage Operator shall leave the kitchen/food service area (as shown on the Plans) in a clean and tidy condition following its use thereof, and it shall dispose of any trash from such kitchen/food service area in the dumpster that serves the Condominium. If the RC Food/Beverage Operator serves alcoholic beverages in the Residential Club Area, it shall maintain, or cause to be maintained, any required alcoholic beverage license from the applicable governmental authorities. If the Declarant holds the liquor license for the Residential Club Area, and if the Declarant relinquishes its rights under this Section 10.2.1 to act as the RC Food/Beverage Operator, it may, but shall not be obligated to, assign the liquor license to the Trustees, and Trustees shall assume such assignment of the liquor license. It shall be a condition of any such assignment that the Trustees shall not be permitted to sell or otherwise transfer said liquor license or allow said liquor license to be used for any property other than the Residential Club Area. Any and all consideration made on account of the sale of food or beverages in the Residential Club Area shall be retained by the RC Food/Beverage Operator. The RC Food/Beverage Operator shall maintain the following insurance in such amounts as reasonably required by the Trustees: Workers' compensation insurance in statutory amounts, employer's liability insurance, commercial general liability coverage for bodily injury, personal injury and property damage, and if the RC Food/Beverage Operator serves alcoholic beverages in the Residential Club Area, liquor liability insurance as aforesaid. The RC Food/Beverage Operator shall also maintain such other insurance as the Trustees from time to time may reasonably require.

10.2.2 The exclusive right and easement to control, manage and operate the fitness club portion of the Residential Club Area (the "RC Fitness Club Rights"). The RC Fitness Club Rights include, without limitation, the exclusive right to operate in the Residential Club Area (i) personal fitness training sessions, (ii) massage and other wellness services, (iii) spa services and (iv) fitness and exercise classes. The Declarant may assign, transfer or license the RC Fitness Club Rights to any Commercial Unit Owner or any tenant of a Commercial Unit designated by the Declarant or any other person or entity, including any affiliate of the Declarant (the Declarant and any such assignee, transferee or licensee being referred to herein as the "RC Fitness Club Operator"), and the RC Fitness Club Operator may enter into one or more agreements with one or more entities to manage or submanage the RC Fitness Club Rights, which such manager or submanager(s) may be an affiliate(s) of the RC Fitness Club Operator. The RC Fitness Club Operator shall have the sole discretion to determine the amount, scope and extent of activities and services that it provides to the Residential Club Area, and it shall have the sole and exclusive right to determine the hours of operation of such fitness services, and it shall not be subject to any rules or regulations or other restrictions that the Trustees may impose with respect to the use of the Residential Club Area. All fitness equipment in the Residential Club Area shall be owned, maintained, repaired and replaced by, and at the sole cost and expense of, the Trustees and not the RC Fitness Club Operator. The RC Fitness Club Operator, any licensee, contractor or agent thereof and the Trustees (including the Initial Trustee) may enter into an agreement for the management and operation of the fitness club area of the Residential Club Area, which may require payment to the RC Fitness Club Operator for fees related to the management and operation of the fitness club and other fees and amounts as may be required by

such agreement (collectively, the “RC Fitness Club Services Fees”). Such agreement shall be binding upon any successor Trustees for the term thereof. Notwithstanding the foregoing, the terms of any such services or other agreements, including without limitation the amount of the RC Fitness Club Services Fees to be paid to the RC Fitness Club Operator (or any licensee, contractor or agent thereof), shall be on generally prevailing market rate terms for similar agreements in other luxury residential buildings in the City of Boston. In addition to such fees to be paid by the Trustees, the RC Fitness Club Operator shall have the right, in its sole and absolute discretion, to charge Residential Unit Owners additional fees and charges for its services, including without limitation, for training sessions, fitness and exercise classes and massage therapy. All fees and charges and any other consideration made by the RC Fitness Club Operator shall be retained by the RC Fitness Club Operator. The RC Fitness Club Operator shall maintain the following insurance in such amounts as reasonably required by the Trustees: Workers’ compensation insurance in statutory amounts, employer’s liability insurance, and commercial general liability coverage for bodily injury, personal injury and property damage, and such other insurance as the Trustees from time to time may reasonably require.

10.2.3 Each of the RC Food/Beverage Operator and the RC Fitness Club Operator and each of their respective employees, agents, contractors and representatives shall have the right and easement to pass and repass in, over and through the General Common Elements and Residential Limited Common Elements for ingress to and egress from the Residential Club Area.

10.2.4 Except as otherwise set forth in any agreement between the RC Food/Beverage Operator or the RC Fitness Club Operator and the Trustees, the Trustees and the Unit Owners hereby acknowledge and agree that the Declarant and any other RC Food/Beverage Operator and RC Fitness Club Operator (i) are not obligated to provide the services and amenities described in this Section 10.2, (ii) shall have the right, in their sole and absolute discretion, to vary the amount, extent and scope of services that they may provide to the Residential Club Area under this Section 10.2 and (iii) may at any time, and in their sole and absolute discretion, determine not to act as the RC Food/Beverage Operator or the RC Fitness Club Operator and may relinquish their rights under this Section 10.2. If the Declarant or any other RC Food/Beverage Operator or RC Fitness Operator relinquishes its rights under this Section 10.2, the Trustees shall be responsible for providing food and beverage or fitness club services, as the case may be, to the Residential Club Area. The Trustees, in their discretion, may elect not to provide any such services or they may elect to change the scope of services that were previously provided by the RC Food/Beverage Operator and the RC Fitness Operator. Except as otherwise set forth in any agreement between the RC Food/Beverage Operator or the RC Fitness Club Operator and the Trustees, the Declarant and any other RC Food/Beverage Operator and RC Fitness Operator shall not be liable to the Trustees or any Unit Owner if the food or beverage service or fitness club services in the Residential Club Area are diminished, modified or no longer provided to the Condominium pursuant to the terms of this Section 10.2 or for any other reason.

ARTICLE 11

AMENDMENTS TO MASTER DEED

11.1 Amendments to Master Deed. Except as otherwise provided in this Master Deed, this Master Deed may be amended only by (a) the affirmative vote of the Unit Owners holding at least seventy-five percent (75%) of the total General Common Percentage Interests and (b) the Majority Vote of the Trustees. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of the Unit Owners and the Trustees, is duly recorded with the Registry, provided, however, that:

11.1.1 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 recorded with the Registry within six (6) months after such date;

11.1.2 No instrument of amendment that adversely affects a Residential Unit Owner's exclusive right to the use and enjoyment of any Balcony or Unit Terrace, Parking Right (or any other right to park in the Project Garage granted in accordance with to the Master Deed) or appurtenant Storage Space shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been signed by the Residential Unit Owner(s) whose Residential Unit(s) or right(s) is so affected;

11.1.3 No instrument of amendment that alters (i) the General Common Percentage Interest of any Unit Owner, (ii) the Residential Limited Common Percentage Interest of any Residential Unit Owner or (iii) the Commercial Limited Common Percentage Interest of the Commercial Unit Owner shall be of any force or effect unless the same has been signed by the Unit Owner(s) whose Percentage Interest is being so affected;

11.1.4 No instrument of amendment that alters the dimensions of any Unit or adversely affects a Unit Owner's rights to use any Common Element or adversely affects a Unit Owner's appurtenant rights or easements shall be of any force or effect unless the same has been signed by the Unit Owner(s) whose Unit or rights are being so affected;

11.1.5 No instrument of amendment affecting any Unit in a manner that impairs the security, rights, priorities, remedies or interests of a Listed Mortgagee thereof shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been consented to by such Listed Mortgagee (which consent shall not be unreasonably withheld, conditioned or delayed);

11.1.6 Nothing in this Article 11 shall be deemed to impair the right of the Declarant, at any time and from time to time until the Declarant no longer holds or controls title to any Unit, to amend, alter, add to or change this Master Deed without the consent of any Unit Owner (or any Mortgagee thereof), the Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the

specific purposes of: (a) making minor, clerical or factual corrections to the provisions of this Master Deed or to any Plans or curing any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto; (b) complying with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or any other public, quasi-public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies or entities to make, purchase, sell, insure or guarantee institutional mortgages covering Unit ownership, (c) exercising its rights set forth in this Master Deed, or (d) bringing this Master Deed into compliance with Chapter 183A or other Legal Requirements to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Elements;

11.1.7 No instrument of amendment that alters the use to which any Unit may be put shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

11.1.8 No instrument of amendment that adversely affects a Commercial Unit Owner's use and enjoyment of its Commercial Unit (including access or egress to or from the Commercial Unit through the General Common Elements) or adversely affects the amount of Common Charges or any other costs to be paid by a Commercial Unit Owner shall be effective, unless in addition to the voting requirement specified above, such amendment is signed by the Commercial Unit Owner(s) so affected;

11.1.9 No instrument of amendment that alters the voting rights of any Unit Owner shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

11.1.10 No instrument of amendment that affects the Declarant's rights under this Master Deed shall be effective unless, in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns;

11.1.11 No instrument of amendment amending Article 13 of this Master Deed shall be effective unless in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns, and Declarant's Listed Mortgagees; and

11.1.12 No instrument of amendment that alters any rights or easements specifically reserved to the GPH Unit(s) shall be of any force or effect unless the same has been signed by the Unit Owner(s) of the GPH Unit(s).

11.1.13 No instrument of amendment that alters this Master Deed in any manner that would render it contrary to or inconsistent with any mandatory requirements or provisions of Chapter 183A shall be of any force and effect.

ARTICLE 12

ORGANIZATION OF UNIT OWNERS

12.1 Condominium Trust. The Unit Owners will manage and regulate the Condominium through the Trust, which has been created by the execution and recording of the Declaration of Trust. The Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have beneficial interests in proportions equal to their General Common Percentage Interest set forth on Exhibit B attached hereto.

12.1.1 The name of the Trust is the “**MILLENNIUM TOWER TRUST**”. The original and present Trustee of the Trust is the Initial Trustee. The Initial Trustee has enacted by-laws and rules and regulations (the “Rules and Regulations”) dated of even date hereof and recorded with the Registry herewith as part of the Declaration of Trust.

12.1.2 The mailing address of the Trust is Millennium Tower Trust, 1 Franklin Street, Boston, Massachusetts 02110, Attn: Board of Trustees.

12.1.3 Successors to the Initial Trustee shall be appointed in the manner and in the timeframe provided for in the Declaration of Trust.

ARTICLE 13

DISPUTE RESOLUTION AND LIMITATION ON RIGHTS TO BRING A LAWSUIT

13.1 Dispute Resolution. The success of the Condominium as a community in which people enjoy living requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with the neighbors, and protection of the rights of others who have an interest in the community. It is to that end that each of the Declarant, the Trustees (including the Initial Trustee), the Trust, the Condominium Managing Agent, all Unit Owners and any other person or entity subject to this Master Deed and the other Condominium Documents, and any person not otherwise subject to the Condominium Documents who agrees to submit to Section 6.16 of the Declaration of Trust, agrees to be bound by and subject to all of the terms and provisions of Section 6.16 of the Declaration of Trust, which is incorporated in its entirety in this Master Deed, and agrees not to file suit in any court with respect to any Claim unless and until it has first submitted each Claim to the alternative dispute resolution and other procedures set forth in Section 6.16 of the Declaration of Trust and further agrees to be bound all of the terms and provisions of Section 6.16 of the Declaration of Trust with respect to the bringing of any judicial or administrative proceeding not otherwise explicitly excluded from said Section 6.16. This Article 13 shall not be amended unless approved in writing by Unit Owners holding at seventy-five (75%) of the total Percentage Interests in the General Common Elements and otherwise in accordance with Article 11 of this Master Deed.

ARTICLE 14

TERMINATION OF CONDOMINIUM

14.1 Termination of Condominium. The Condominium shall continue and shall not be subject to an action for partition (unless terminated by casualty, loss, condemnation, or eminent domain, as more particularly described in the Declaration of Trust) until such time as its withdrawal from the provisions of Chapter 183A is authorized by a vote of Unit Owners holding at least eighty-five percent (85%) of the total General Common Percentage Interests. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of all Listed Mortgagees, if any, and without the written consent of the Declarant (until such time as the Declarant no longer holds or controls title to any Unit). In the event said withdrawal is authorized as aforesaid, the Condominium shall be subject to an action for partition by any Unit Owner as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective General Common Percentage Interests; provided, however, that no payment shall be made to a Unit Owner until all liens on its Unit have been satisfied in full in the order of priority of such liens. Each Unit Owner, by its signature to any document withdrawing the Condominium from the provisions of Chapter 183A, certifies that it has obtained the consent of its Listed Mortgagee(s), if any, as such consent may be required under the mortgage(s) encumbering its Unit.

ARTICLE 15

MISCELLANEOUS

15.1 Covenants Running with the Land. All provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations shall, to the extent applicable, and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations, as the same may be amended from time to time. The acceptance of a deed or the execution of a lease or the entering into occupancy of any Unit or Common Element shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations, as the same may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, lease or use and occupancy agreement thereof.

15.2 Trustees' Right to Cure. Subject to Section 5.5.7 and Section 6.9(a) of the Declaration of Trust, if any Unit Owner shall fail to perform any work or take any action

required to be done or taken by such Unit Owner pursuant to this Master Deed, the Declaration of Trust or the Rules and Regulations, the Trustees after giving written notice to Listed Mortgagees of such Unit of such failure to perform or take action and allowing such Listed Mortgagees not less than thirty (30) days to cure any such failure, may, but shall not be required to, do so and assess such Unit Owner for the costs thereof, for which such Unit Owner shall be liable in addition to and as part of such Unit Owner's share of the Common Expenses (as defined in the Declaration of Trust) (provided that no such prior notice is required in the event of an Emergency), and until such charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of this paragraph and the provisions of Section 6 of Chapter 183A.

15.3 Declarant as Owner of Unsold Units. In the event there are any unsold Units, and except as otherwise provided in the Condominium Documents, the Declarant shall have the same obligations as other Unit Owners with respect to such unsold Units.

15.4 References to Declarant, Unit Owners. References in this Master Deed and in the Declaration of Trust to the "Declarant" shall mean the Declarant described in Article 1 as aforesaid and its successors and assigns. References to any "Unit Owner" shall mean the Declarant until such Unit is conveyed of record to other persons or entities and thereafter, such grantees, their successors and assigns. The Declarant specifically reserves the right to assign all of its rights hereunder and under the Declaration of Trust, provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed and in the Declaration of Trust (notwithstanding the foregoing, pursuant to certain provisions of this Master Deed, the Declarant has the right to assign certain of its rights hereunder, in which case, such assignee shall only have the obligations, if any, of the Declarant with respect to the limited rights and obligations so assigned). Notwithstanding the foregoing, and to the extent permitted by applicable Legal Requirements, if the Declarant assigns its right, title and interest hereunder to a Mortgagee, such Mortgagee shall only be bound by such obligations of the Declarant to the extent such Mortgagee expressly assumes such in writing at the time of such assignment or to the extent such obligations are appurtenant to any Units to which such Mortgagee is the Declarant's successor-in-interest. Declarant acknowledges and discloses that all of Declarant's rights under this Master Deed, the Declaration of Trust and the other Condominium Documents have, as of the date hereof, been collaterally assigned to Declarant's Listed Mortgagee, HSBC Bank USA, National Association, as agent for itself and certain other lenders. The existence of such collateral assignment of the Declarant's rights, however, shall not in any respect affect or impede the Declarant's right to exercise any or all of its rights under this Master Deed, the Declaration of Trust or any other Condominium Documents unless and until an event of default has occurred and is continuing beyond any applicable notice cure period under any loan agreement or related documents between the Declarant and its Listed Mortgagee. Any Unit Owner, the Trustees or any other person or entity dealing with the Declarant may always rely, without inquiries of any other person or entity, on a certificate signed by an officer of the Declarant as to whether or not any such event of default exists. All Unit Owners and their successors, assigns, lessees, and tenants shall comply with applicable provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations.

15.5 Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein, however, in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable, provision which most nearly accomplishes the original intention of this Master Deed.

15.6 Covenant of Further Assurances. Any party subject to the terms of this Master Deed, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, the Trustees, or the Declarant, shall upon reasonable prior written notice and at the sole cost and expense of the party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other actions as such other party may reasonably request to effectuate the provisions of this Master Deed or the Declaration of Trust or the Rules and Regulations or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Without limiting any other provision of the Condominium Documents, if any Unit Owner, the Trustees, the Declarant or any other party subject to the terms of this Master Deed fails, within thirty (30) days after the request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Trustees, the Declarant or other party is required to execute, acknowledge and deliver or to take pursuant to this Master Deed, then, subject to the same limitations as those set forth in the Article 11 with respect to amendments to the Master Deed, the party requesting such instrument or action hereunder is hereby authorized as attorney-in-fact for such other party (which power is coupled with an interest) to execute, acknowledge and deliver such instruments, or to take such action in the name of such Unit Owner, the Trustees, the Declarant or other party, and such instrument or action shall be binding on such entities.

15.7 Non-Recourse. Notwithstanding anything to the contrary contained in this Master Deed or any other Condominium Documents, to the extent there is no insurance available to the Declarant to pay any judgment against the Declarant, any liability or claims (including without limitation, any Claims) against the Declarant are strictly limited to the Declarant's interest in the Condominium, and in no event shall any recovery of judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members (or their constituent members) or any manager, officer, director, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including without limitation, consequential, indirect or punitive damages.

15.8 Waiver. No provision of 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 that may occur.

15.9 Captions; Context. 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.

15.10 Conflict with Chapter 183A. This Master Deed is intended to comply with the requirements of Chapter 183A. In the event any of the provisions stated above conflict with the mandatory requirements of Chapter 183A, such mandatory provisions of Chapter 183A shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Master Deed to be executed under seal as of this 2nd day of June, 2016.

DECLARANT:

MP FRANKLIN TOWER CO LLC,
a Delaware limited liability company

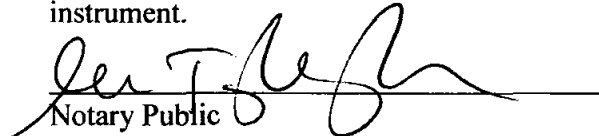
By: _____

Name: Steven L. Hoffman

Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of June, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Steven L. Hoffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

IAN TYLER ROSS
Notary Public, State of New York
No. 01RO6279225
Qualified in New York County
Commission Expires 04/08/2017

EXHIBIT A**DESCRIPTION OF THE LAND****Tower Parcel:**

A certain parcel of land situated in the City of Boston, County of Suffolk, in the Commonwealth of Massachusetts, more particularly described as follows:

Beginning at a point at the intersection of the southeasterly sideline of Washington Street and the southwesterly sideline of Franklin Street;

Thence running S 51°59'02"E by said Franklin Street, a distance of 218.98 feet to a point at the intersection of said Franklin Street and the northwesterly sideline of Hawley Street;

Thence turning and running S 38°24'30"W by said Hawley Street, a distance of 149.95 feet to a point at land now or formerly of 426 Washington Street Owner, LLC shown as Lot 1;

Thence turning and running N 45°23'07"W by said land now or formerly of 426 Washington Street Owner, LLC shown as Lot 1, a distance of 221.61 feet to a point on said southeasterly sideline of Washington Street;

Thence turning and running N 39°01'22"E by said Washington Street, a distance of 124.50 feet to the point of the beginning.

Containing approximately 30,149 square feet.

Said Parcel is shown as Lot 2 on a plan entitled "Subdivision Plan of Land "Filenes Block" Boston, Mass." by Harry R. Feldman, Inc. dated March 12, 2013 and recorded with the Suffolk Registry of Deeds in Book 2013, Page 127.

Franklin Street Additional Parcel

A certain parcel of land shown as the "Franklin Street Taking Area" on a plan entitled "Boston Redevelopment Authority Taking Plan Franklin Street Boston (Proper), Massachusetts" dated October 22, 2013 and prepared by Nitsch Engineering and recorded with the Suffolk County Registry of Deeds in Book 2013, Page 440, said parcel being bounded and described as follows:

Beginning at a point N51°59'02"W, a distance of 18.11 feet from the Westerly sideline of Hawley Street, at the intersection of the Southerly sideline of Franklin Street;

Thence running N51°59'02"W, a distance of 86.29 feet along the Southerly sideline of Franklin Street;

Thence turning and running N19°53'06"E, a distance of 54.42 feet;

Thence turning and running S32°32'58"E, a distance of 109.46 feet;

Thence turning and running S38°00'58"W, a distance of 15.30 feet to the point of beginning.

The above described parcel of land contains an area of 3,021± square feet of land, more or less, up to elevation 60.00' (Boston City Base Datum).

Hawley Street Additional Parcel

A certain parcel of land shown as the "Hawley Street Taking Area" on a plan entitled "Boston Redevelopment Authority Taking Plan Hawley Street Boston (Proper), Massachusetts" dated October 21, 2013 and prepared by Nitsch Engineering and recorded with the Suffolk County Registry of Deeds in Book 2013, Page 441, said parcel being bounded and described as follows:

Beginning at a point S51°59'02"E, a distance of 6.92 feet from the Westerly sideline of Hawley Street, at the intersection of the Southerly sideline of Franklin Street;

Thence running S38°21'59"W, a distance of 64.88 feet;

Thence turning and running N51°35'30"W, a distance of 1.01 feet;

Thence turning and running S38°37'43"W, a distance of 85.12 feet;

Thence turning and running N51°35'30"W, a distance of 5.63 feet;

Thence turning and running N38°24'30"E, a distance of 149.95 feet along the Westerly sideline of Hawley Street;

Thence turning and running S51°59'02"E, a distance of 6.92 feet to the point of beginning.

The above described parcel of land contains an area of 943± square feet of land, more or less; from elevation 29.00 feet to -10.00 feet (Boston City Base Datum).

EXHIBIT B

UNIT DESIGNATION, LOCATION, AND DESCRIPTION

[See attached]

EXHIBIT B

UNIT DESIGNATION, LOCATION AND DESCRIPTION

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
1001	Floor 10	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1010%	0.1046%	N/A
1002	Floor 10	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0943%	0.0976%	N/A
1003	Floor 10	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1664%	0.1723%	N/A
1004	Floor 10	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1700%	0.1760%	N/A
1005	Floor 10	1,114	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator, Terrace	0.1252%	0.1296%	N/A
1006	Floor 10	834	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator, Terrace	0.1134%	0.1174%	N/A
1007	Floor 10	1,296	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator, Terrace	0.1566%	0.1621%	N/A
1008	Floor 10	1,476	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator, Terrace	0.1721%	0.1782%	N/A
1009	Floor 10	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0922%	0.0954%	N/A
1010	Floor 10	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0917%	0.0949%	N/A
1011	Floor 10	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0938%	0.0971%	N/A
1012	Floor 10	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1015%	0.1051%	N/A
1014	Floor 10	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0979%	0.1014%	N/A
1101	Floor 11	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1025%	0.1061%	N/A
1102	Floor 11	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0953%	0.0987%	N/A
1103	Floor 11	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1685%	0.1744%	N/A
1104	Floor 11	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1726%	0.1787%	N/A
1105	Floor 11	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1242%	0.1286%	N/A
1106	Floor 11	867	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1046%	0.1083%	N/A
1107	Floor 11	1,369	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1495%	0.1552%	N/A
1108	Floor 11	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1587%	0.1643%	N/A
1109	Floor 11	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0933%	0.0966%	N/A
1110	Floor 11	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0927%	0.0960%	N/A
1111	Floor 11	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0958%	0.0992%	N/A
1112	Floor 11	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1031%	0.1067%	N/A
1114	Floor 11	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0989%	0.1024%	N/A
1201	Floor 12	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1041%	0.1078%	N/A
1202	Floor 12	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0964%	0.0998%	N/A
1203	Floor 12	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1706%	0.1766%	N/A
1204	Floor 12	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1752%	0.1814%	N/A
1205	Floor 12	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1257%	0.1301%	N/A
1206	Floor 12	867	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1054%	0.1091%	N/A
1207	Floor 12	1,369	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1512%	0.1565%	N/A
1208	Floor 12	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1602%	0.1658%	N/A
1209	Floor 12	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0943%	0.0976%	N/A
1210	Floor 12	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0938%	0.0971%	N/A
1211	Floor 12	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0984%	0.1019%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit Has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
1212	Floor 12	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1046%	0.1083%	N/A
1214	Floor 12	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1000%	0.1035%	N/A
1401	Floor 14	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1056%	0.1093%	N/A
1402	Floor 14	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0974%	0.1008%	N/A
1403	Floor 14	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1726%	0.1787%	N/A
1404	Floor 14	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1778%	0.1841%	N/A
1405	Floor 14	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1273%	0.1318%	N/A
1406	Floor 14	867	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1061%	0.1098%	N/A
1407	Floor 14	1,369	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1524%	0.1578%	N/A
1408	Floor 14	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1618%	0.1675%	N/A
1409	Floor 14	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0953%	0.0987%	N/A
1410	Floor 14	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0948%	0.0981%	N/A
1411	Floor 14	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1010%	0.1046%	N/A
1412	Floor 14	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1061%	0.1098%	N/A
1414	Floor 14	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1010%	0.1046%	N/A
1501	Floor 15	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1072%	0.1110%	N/A
1502	Floor 15	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0984%	0.1019%	N/A
1503	Floor 15	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1752%	0.1814%	N/A
1504	Floor 15	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1803%	0.1867%	N/A
1505	Floor 15	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1288%	0.1333%	N/A
1506	Floor 15	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1069%	0.1107%	N/A
1507	Floor 15	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1537%	0.1591%	N/A
1508	Floor 15	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1633%	0.1691%	N/A
1509	Floor 15	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0964%	0.0998%	N/A
1510	Floor 15	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0958%	0.0992%	N/A
1511	Floor 15	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1025%	0.1061%	N/A
1512	Floor 15	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1077%	0.1115%	N/A
1514	Floor 15	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1020%	0.1056%	N/A
1601	Floor 16	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1087%	0.1125%	N/A
1602	Floor 16	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0994%	0.1029%	N/A
1603	Floor 16	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1778%	0.1841%	N/A
1604	Floor 16	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1829%	0.1893%	N/A
1605	Floor 16	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1304%	0.1350%	N/A
1606	Floor 16	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1077%	0.1115%	N/A
1607	Floor 16	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1549%	0.1604%	N/A
1608	Floor 16	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1649%	0.1707%	N/A
1609	Floor 16	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0974%	0.1008%	N/A
1610	Floor 16	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0969%	0.1003%	N/A
1611	Floor 16	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1041%	0.1078%	N/A
1612	Floor 16	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1077%	0.1115%	N/A
1614	Floor 16	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1031%	0.1067%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
1701	Floor 17	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1103%	0.1142%	N/A
1702	Floor 17	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1005%	0.1040%	N/A
1703	Floor 17	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1803%	0.1867%	N/A
1704	Floor 17	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1855%	0.1920%	N/A
1705	Floor 17	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1319%	0.1365%	N/A
1706	Floor 17	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1085%	0.1123%	N/A
1707	Floor 17	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1561%	0.1616%	N/A
1708	Floor 17	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1664%	0.1723%	N/A
1709	Floor 17	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0984%	0.1019%	N/A
1710	Floor 17	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0979%	0.1014%	N/A
1711	Floor 17	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1056%	0.1093%	N/A
1712	Floor 17	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1082%	0.1120%	N/A
1714	Floor 17	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1041%	0.1078%	N/A
1801	Floor 18	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1118%	0.1157%	N/A
1802	Floor 18	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1015%	0.1051%	N/A
1803	Floor 18	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1834%	0.1899%	N/A
1804	Floor 18	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1881%	0.1947%	N/A
1805	Floor 18	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1335%	0.1382%	N/A
1806	Floor 18	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1092%	0.1130%	N/A
1807	Floor 18	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1574%	0.1629%	N/A
1808	Floor 18	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1680%	0.1739%	N/A
1809	Floor 18	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0994%	0.1029%	N/A
1810	Floor 18	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.0989%	0.1024%	N/A
1811	Floor 18	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1072%	0.1110%	N/A
1812	Floor 18	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1098%	0.1137%	N/A
1814	Floor 18	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1051%	0.1088%	N/A
1901	Floor 19	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1134%	0.1174%	N/A
1902	Floor 19	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1025%	0.1061%	N/A
1903	Floor 19	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1906%	0.1973%	N/A
1904	Floor 19	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1932%	0.2000%	N/A
1905	Floor 19	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1350%	0.1398%	N/A
1906	Floor 19	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1100%	0.1139%	N/A
1907	Floor 19	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1586%	0.1642%	N/A
1908	Floor 19	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1695%	0.1755%	N/A
1909	Floor 19	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1005%	0.1040%	N/A
1910	Floor 19	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1000%	0.1035%	N/A
1911	Floor 19	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1087%	0.1125%	N/A
1912	Floor 19	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1113%	0.1152%	N/A
1914	Floor 19	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1061%	0.1098%	N/A
2001	Floor 20	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1149%	0.1189%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
2002	Floor 20	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1036%	0.1073%	N/A
2003	Floor 20	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1932%	0.2000%	N/A
2004	Floor 20	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1958%	0.2027%	N/A
2005	Floor 20	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1365%	0.1413%	N/A
2006	Floor 20	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1108%	0.1147%	N/A
2007	Floor 20	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1598%	0.1654%	N/A
2008	Floor 20	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1711%	0.1771%	N/A
2009	Floor 20	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1015%	0.1051%	N/A
2010	Floor 20	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1010%	0.1046%	N/A
2011	Floor 20	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1103%	0.1142%	N/A
2012	Floor 20	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1128%	0.1168%	N/A
2014	Floor 20	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1072%	0.1110%	N/A
2101	Floor 21	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1165%	0.1206%	N/A
2102	Floor 21	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1046%	0.1083%	N/A
2103	Floor 21	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1958%	0.2027%	N/A
2104	Floor 21	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1984%	0.2054%	N/A
2105	Floor 21	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1381%	0.1430%	N/A
2106	Floor 21	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1116%	0.1155%	N/A
2107	Floor 21	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1611%	0.1668%	N/A
2108	Floor 21	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1726%	0.1787%	N/A
2109	Floor 21	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1025%	0.1061%	N/A
2110	Floor 21	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1020%	0.1056%	N/A
2111	Floor 21	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1118%	0.1157%	N/A
2112	Floor 21	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1144%	0.1184%	N/A
2114	Floor 21	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1082%	0.1120%	N/A
2201	Floor 22	923	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1180%	0.1222%	N/A
2202	Floor 22	759	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1056%	0.1093%	N/A
2203	Floor 22	1,406	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1984%	0.2054%	N/A
2204	Floor 22	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2035%	0.2107%	N/A
2205	Floor 22	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1396%	0.1445%	N/A
2206	Floor 22	871	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1123%	0.1163%	N/A
2207	Floor 22	1,366	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1623%	0.1680%	N/A
2208	Floor 22	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1742%	0.1803%	N/A
2209	Floor 22	780	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1036%	0.1073%	N/A
2210	Floor 22	812	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1031%	0.1067%	N/A
2211	Floor 22	948	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1134%	0.1174%	N/A
2212	Floor 22	908	1 BR, Study, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1159%	0.1200%	N/A
2214	Floor 22	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1092%	0.1130%	N/A
2301	Floor 23	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1716%	0.1776%	N/A
2303	Floor 23	1,740	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2520%	0.2609%	N/A
2304	Floor 23	1,500	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2051%	0.2123%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit Has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
2305	Floor 23	1,160	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1412%	0.1462%	N/A
2306	Floor 23	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1131%	0.1171%	N/A
2307	Floor 23	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1635%	0.1693%	N/A
2308	Floor 23	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1757%	0.1819%	N/A
2309	Floor 23	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1087%	0.1125%	N/A
2310	Floor 23	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1592%	0.1648%	N/A
2312	Floor 23	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1664%	0.1723%	N/A
2314	Floor 23	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1103%	0.1142%	N/A
2401	Floor 24	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1742%	0.1803%	N/A
2403	Floor 24	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2545%	0.2635%	N/A
2404	Floor 24	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2066%	0.2139%	N/A
2405	Floor 24	1,160	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1427%	0.1477%	N/A
2406	Floor 24	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1139%	0.1179%	N/A
2407	Floor 24	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1648%	0.1706%	N/A
2408	Floor 24	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1773%	0.1835%	N/A
2409	Floor 24	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1098%	0.1137%	N/A
2410	Floor 24	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1613%	0.1670%	N/A
2412	Floor 24	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1690%	0.1750%	N/A
2414	Floor 24	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1113%	0.1152%	N/A
2501	Floor 25	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1767%	0.1829%	N/A
2503	Floor 25	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2571%	0.2662%	N/A
2504	Floor 25	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2082%	0.2155%	N/A
2505	Floor 25	1,160	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1443%	0.1494%	N/A
2506	Floor 25	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1146%	0.1186%	N/A
2507	Floor 25	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1660%	0.1718%	N/A
2508	Floor 25	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1788%	0.1851%	N/A
2509	Floor 25	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1108%	0.1147%	N/A
2510	Floor 25	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1633%	0.1691%	N/A
2512	Floor 25	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1716%	0.1776%	N/A
2514	Floor 25	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1123%	0.1163%	N/A
2601	Floor 26	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1793%	0.1856%	N/A
2603	Floor 26	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2597%	0.2689%	N/A
2604	Floor 26	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2097%	0.2171%	N/A
2605	Floor 26	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1458%	0.1509%	N/A
2606	Floor 26	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1154%	0.1195%	N/A
2607	Floor 26	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1673%	0.1732%	N/A
2608	Floor 26	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1803%	0.1867%	N/A
2609	Floor 26	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1118%	0.1157%	N/A
2610	Floor 26	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1654%	0.1712%	N/A
2612	Floor 26	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1742%	0.1803%	N/A
2614	Floor 26	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1134%	0.1174%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit Has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
2701	Floor 27	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1819%	0.1883%	N/A
2703	Floor 27	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2623%	0.2715%	N/A
2704	Floor 27	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2113%	0.2187%	N/A
2705	Floor 27	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1474%	0.1526%	N/A
2706	Floor 27	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1162%	0.1203%	N/A
2707	Floor 27	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1685%	0.1744%	N/A
2708	Floor 27	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1819%	0.1883%	N/A
2709	Floor 27	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1128%	0.1168%	N/A
2710	Floor 27	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1675%	0.1734%	N/A
2712	Floor 27	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1767%	0.1829%	N/A
2714	Floor 27	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1144%	0.1184%	N/A
2801	Floor 28	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1845%	0.1910%	N/A
2803	Floor 28	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2648%	0.2741%	N/A
2804	Floor 28	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2128%	0.2203%	N/A
2805	Floor 28	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1489%	0.1541%	N/A
2806	Floor 28	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1170%	0.1211%	N/A
2807	Floor 28	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1697%	0.1757%	N/A
2808	Floor 28	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1834%	0.1899%	N/A
2809	Floor 28	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1139%	0.1179%	N/A
2810	Floor 28	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1695%	0.1755%	N/A
2812	Floor 28	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1793%	0.1856%	N/A
2814	Floor 28	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1154%	0.1195%	N/A
2901	Floor 29	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1870%	0.1936%	N/A
2903	Floor 29	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2674%	0.2768%	N/A
2904	Floor 29	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2144%	0.2220%	N/A
2905	Floor 29	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1505%	0.1558%	N/A
2906	Floor 29	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1177%	0.1218%	N/A
2907	Floor 29	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1710%	0.1770%	N/A
2908	Floor 29	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1850%	0.1915%	N/A
2909	Floor 29	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1149%	0.1189%	N/A
2910	Floor 29	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1716%	0.1776%	N/A
2912	Floor 29	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1819%	0.1883%	N/A
2914	Floor 29	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1165%	0.1206%	N/A
3001	Floor 30	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1896%	0.1963%	N/A
3003	Floor 30	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2700%	0.2795%	N/A
3004	Floor 30	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2159%	0.2235%	N/A
3005	Floor 30	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1520%	0.1574%	N/A
3006	Floor 30	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1185%	0.1227%	N/A
3007	Floor 30	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1722%	0.1783%	N/A
3008	Floor 30	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1865%	0.1931%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit Has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
3009	Floor 30	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1159%	0.1200%	N/A
3010	Floor 30	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1736%	0.1797%	N/A
3012	Floor 30	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1845%	0.1910%	N/A
3014	Floor 30	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1175%	0.1216%	N/A
3101	Floor 31	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1922%	0.1990%	N/A
3103	Floor 31	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2726%	0.2822%	N/A
3104	Floor 31	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2174%	0.2251%	N/A
3105	Floor 31	1,161	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1536%	0.1590%	N/A
3106	Floor 31	878	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1193%	0.1235%	N/A
3107	Floor 31	1,362	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1734%	0.1795%	N/A
3108	Floor 31	1,566	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1881%	0.1947%	N/A
3109	Floor 31	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1170%	0.1211%	N/A
3110	Floor 31	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1757%	0.1819%	N/A
3112	Floor 31	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1870%	0.1936%	N/A
3114	Floor 31	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1185%	0.1227%	N/A
3201	Floor 32	1,426	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1948%	0.2017%	N/A
3203	Floor 32	1,741	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2752%	0.2849%	N/A
3204	Floor 32	1,498	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2190%	0.2267%	N/A
3205	Floor 32	1,183	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1551%	0.1606%	N/A
3208	Floor 32	1,592	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1896%	0.1963%	N/A
3209	Floor 32	873	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1180%	0.1222%	N/A
3210	Floor 32	1,281	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1778%	0.1841%	N/A
3212	Floor 32	1,308	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.1876%	0.1942%	N/A
3214	Floor 32	798	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1195%	0.1237%	N/A
3401	Floor 34	1,471	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2107%	0.2181%	N/A
3402	Floor 34	1,303	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1948%	0.2017%	N/A
3403	Floor 34	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3282%	0.3398%	N/A
3404	Floor 34	1,754	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2731%	0.2827%	N/A
3405	Floor 34	898	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1185%	0.1227%	N/A
3406	Floor 34	837	1 BR, 1.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1159%	0.1200%	N/A
3407	Floor 34	1,369	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1731%	0.1792%	N/A
3408	Floor 34	1,636	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1948%	0.2017%	N/A
3409	Floor 34	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1159%	0.1200%	N/A
3410	Floor 34	1,749	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2370%	0.2454%	N/A
3501	Floor 35	1,463	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2056%	0.2128%	N/A
3502	Floor 35	1,195	2 BR, 2 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1845%	0.1910%	N/A
3503	Floor 35	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3308%	0.3425%	N/A
3504	Floor 35	1,754	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2757%	0.2854%	N/A
3505	Floor 35	1,626	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1943%	0.2011%	N/A
3507	Floor 35	1,417	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1747%	0.1809%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit Has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
3508	Floor 35	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1963%	0.2032%	N/A
3509	Floor 35	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1170%	0.1211%	N/A
3510	Floor 35	1,749	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2391%	0.2475%	N/A
3601	Floor 36	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2314%	0.2396%	N/A
3602	Floor 36	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2314%	0.2396%	N/A
3603	Floor 36	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3334%	0.3451%	N/A
3604	Floor 36	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3179%	0.3291%	N/A
3605	Floor 36	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2010%	0.2081%	N/A
3607	Floor 36	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1762%	0.1824%	N/A
3608	Floor 36	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1979%	0.2049%	N/A
3609	Floor 36	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1180%	0.1222%	N/A
3610	Floor 36	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2411%	0.2496%	N/A
3701	Floor 37	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2339%	0.2421%	N/A
3702	Floor 37	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2339%	0.2421%	N/A
3703	Floor 37	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3360%	0.3478%	N/A
3704	Floor 37	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3205%	0.3318%	N/A
3705	Floor 37	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2025%	0.2096%	N/A
3707	Floor 37	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1778%	0.1841%	N/A
3708	Floor 37	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1994%	0.2064%	N/A
3709	Floor 37	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1190%	0.1232%	N/A
3710	Floor 37	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2432%	0.2518%	N/A
3801	Floor 38	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2365%	0.2448%	N/A
3802	Floor 38	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2365%	0.2448%	N/A
3803	Floor 38	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3385%	0.3504%	N/A
3804	Floor 38	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3231%	0.3345%	N/A
3805	Floor 38	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2040%	0.2112%	N/A
3807	Floor 38	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1793%	0.1856%	N/A
3808	Floor 38	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2010%	0.2081%	N/A
3809	Floor 38	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1201%	0.1243%	N/A
3810	Floor 38	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2453%	0.2539%	N/A
3901	Floor 39	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2391%	0.2475%	N/A
3902	Floor 39	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2391%	0.2475%	N/A
3903	Floor 39	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3411%	0.3531%	N/A
3904	Floor 39	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3256%	0.3371%	N/A
3905	Floor 39	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2056%	0.2128%	N/A
3907	Floor 39	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1809%	0.1873%	N/A
3908	Floor 39	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2025%	0.2096%	N/A
3909	Floor 39	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1211%	0.1254%	N/A
3910	Floor 39	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2473%	0.2560%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit Has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
4001	Floor 40	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2417%	0.2502%	N/A
4002	Floor 40	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2417%	0.2502%	N/A
4003	Floor 40	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3437%	0.3558%	N/A
4004	Floor 40	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3282%	0.3398%	N/A
4005	Floor 40	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2071%	0.2144%	N/A
4007	Floor 40	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1824%	0.1888%	N/A
4008	Floor 40	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2040%	0.2112%	N/A
4009	Floor 40	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1221%	0.1264%	N/A
4010	Floor 40	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2494%	0.2582%	N/A
4101	Floor 41	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2442%	0.2528%	N/A
4102	Floor 41	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2442%	0.2528%	N/A
4103	Floor 41	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3463%	0.3585%	N/A
4104	Floor 41	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3308%	0.3425%	N/A
4105	Floor 41	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2087%	0.2161%	N/A
4107	Floor 41	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1840%	0.1905%	N/A
4108	Floor 41	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2056%	0.2128%	N/A
4109	Floor 41	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1231%	0.1274%	N/A
4110	Floor 41	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2515%	0.2604%	N/A
4201	Floor 42	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2468%	0.2555%	N/A
4202	Floor 42	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2468%	0.2555%	N/A
4203	Floor 42	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3488%	0.3611%	N/A
4204	Floor 42	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3334%	0.3451%	N/A
4205	Floor 42	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2102%	0.2176%	N/A
4207	Floor 42	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1855%	0.1920%	N/A
4208	Floor 42	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2071%	0.2144%	N/A
4209	Floor 42	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1242%	0.1286%	N/A
4210	Floor 42	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2535%	0.2624%	N/A
4301	Floor 43	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2494%	0.2582%	N/A
4302	Floor 43	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2494%	0.2582%	N/A
4303	Floor 43	2,222	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3514%	0.3638%	N/A
4304	Floor 43	2,096	3 BR, 3 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3360%	0.3478%	N/A
4305	Floor 43	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2118%	0.2193%	N/A
4307	Floor 43	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1870%	0.1936%	N/A
4308	Floor 43	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2087%	0.2161%	N/A
4309	Floor 43	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1252%	0.1296%	N/A
4310	Floor 43	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2556%	0.2646%	N/A
4500	Floor 45	4,358	2 BR, 3.5 Bath, Din, LR, Kit, FR, Study	Corridor, Stairway, Elevator	0.6925%	0.7169%	N/A
4501	Floor 45	1,589	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2520%	0.2609%	N/A
4502	Floor 45	1,486	2 BR, 2 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2520%	0.2609%	N/A
4505	Floor 45	1,609	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2133%	0.2208%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit Has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
4507	Floor 45	1,423	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1886%	0.1952%	N/A
4508	Floor 45	1,637	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2102%	0.2176%	N/A
4509	Floor 45	821	1 BR, 1 Bath, LR, Kit	Corridor, Stairway, Elevator	0.1262%	0.1306%	N/A
4510	Floor 45	1,745	2 BR, 2.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2576%	0.2667%	N/A
4601	Floor 46	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2860%	0.2961%	N/A
4602	Floor 46	3,172	3 BR, 3.5 Bath, LR, FR, Kit, Storage	Corridor, Stairway, Elevator	0.5034%	0.5211%	N/A
4603	Floor 46	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4256%	0.4406%	N/A
4604	Floor 46	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2726%	0.2822%	N/A
4605	Floor 46	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2829%	0.2929%	N/A
4606	Floor 46	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.3823%	0.3958%	N/A
4701	Floor 47	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2886%	0.2988%	N/A
4702	Floor 47	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5086%	0.5265%	N/A
4703	Floor 47	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4292%	0.4443%	N/A
4704	Floor 47	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2752%	0.2849%	N/A
4705	Floor 47	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2855%	0.2956%	N/A
4706	Floor 47	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.3849%	0.3985%	N/A
4801	Floor 48	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2911%	0.3014%	N/A
4802	Floor 48	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5137%	0.5318%	N/A
4803	Floor 48	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4328%	0.4481%	N/A
4804	Floor 48	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2777%	0.2875%	N/A
4805	Floor 48	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2880%	0.2981%	N/A
4806	Floor 48	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.3875%	0.4012%	N/A
4901	Floor 49	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2937%	0.3041%	N/A
4902	Floor 49	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5189%	0.5372%	N/A
4903	Floor 49	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4364%	0.4518%	N/A
4904	Floor 49	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2803%	0.2902%	N/A
4905	Floor 49	2,196	2 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2906%	0.3008%	N/A
4906	Floor 49	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.3901%	0.4038%	N/A
5001	Floor 50	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2963%	0.3067%	N/A
5002	Floor 50	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5240%	0.5425%	N/A
5003	Floor 50	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4400%	0.4555%	N/A
5004	Floor 50	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2829%	0.2929%	N/A
5005	Floor 50	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2932%	0.3035%	N/A
5006	Floor 50	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.3926%	0.4064%	N/A
5101	Floor 51	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2989%	0.3094%	N/A
5102	Floor 51	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5292%	0.5478%	N/A
5103	Floor 51	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4436%	0.4592%	N/A
5104	Floor 51	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2855%	0.2956%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
5105	Floor 51	2,196	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.2958%	0.3062%	N/A
5106	Floor 51	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.3952%	0.4091%	N/A
5201	Floor 52	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.3014%	0.3120%	N/A
5202	Floor 52	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5343%	0.5531%	N/A
5203	Floor 52	2,773	3 BR, 4.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.4473%	0.4631%	N/A
5204	Floor 52	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2880%	0.2981%	N/A
5205	Floor 52	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.2983%	0.3088%	N/A
5206	Floor 52	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.3978%	0.4118%	N/A
5301	Floor 53	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.3040%	0.3147%	N/A
5302	Floor 53	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5395%	0.5585%	N/A
5303	Floor 53	2,773	3 BR, 4.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.4509%	0.4668%	N/A
5304	Floor 53	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2906%	0.3008%	N/A
5305	Floor 53	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3009%	0.3115%	N/A
5306	Floor 53	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.4004%	0.4145%	N/A
5401	Floor 54	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.3066%	0.3174%	N/A
5402	Floor 54	3,172	3 BR, 3.5 Bath, LR, FR, Kit, Storage	Corridor, Stairway, Elevator	0.5446%	0.5638%	N/A
5403	Floor 54	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4545%	0.4705%	N/A
5404	Floor 54	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2932%	0.3035%	N/A
5405	Floor 54	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3035%	0.3142%	N/A
5406	Floor 54	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.4029%	0.4171%	N/A
5501	Floor 55	1,779	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.3092%	0.3201%	N/A
5502	Floor 55	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5498%	0.5692%	N/A
5503	Floor 55	2,773	3 BR, 4.5 Bath, LR, LR, Kit	Corridor, Stairway, Elevator	0.4581%	0.4742%	N/A
5504	Floor 55	2,186	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.2958%	0.3062%	N/A
5505	Floor 55	2,196	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3061%	0.3169%	N/A
5506	Floor 55	2,663	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.4055%	0.4198%	N/A
PH1A	Floor PH 1	3,172	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.6343%	0.6566%	N/A
PH1B	Floor PH 1	2,773	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.5063%	0.5231%	N/A
PH1C	Floor PH 1	2,184	3 BR, 3.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.3215%	0.3329%	N/A
PH1D	Floor PH 1	2,198	3 BR, 3.5 Bath, LR, Kit	Corridor, Stairway, Elevator	0.3633%	0.3764%	N/A
PH1E	Floor PH 1	2,662	3 BR, 3.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator	0.4802%	0.4974%	N/A
PH1F	Floor PH 1	1,781	2 BR, 2.5 Bath, LR, Kit, Study	Corridor, Stairway, Elevator	0.3336%	0.3454%	N/A
PH2A	Floor PH 2	4,173	3 BR, 4.5 Bath, LR, FR, Lib, Kit	Corridor, Stairway, Elevator, Balcony	0.7917%	0.8196%	N/A
PH2B	Floor PH 2	4,496	4 BR, 4.5 Bath, LR, FR, Din, Kit	Corridor, Stairway, Elevator, Balcony	0.8189%	0.8477%	N/A
PH2D	Floor PH 2	2,670	2 BR, 2 Bath, LR, FR, Kit	Corridor, Stairway, Elevator, Balcony	0.4229%	0.4378%	N/A
PH2E	Floor PH 2	3,435	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator, Balcony	0.6459%	0.6686%	N/A
PH3A	Floor PH 3	4,172	Shell	Corridor, Stairway, Elevator, Balcony	0.7935%	0.8215%	N/A

Unit Designation	Unit Location	Approximate Area of Unit in Square Feet*	Number and Designation of Rooms	Immediate Common Elements to Which Unit has Access	General Common Percentage Interest	Residential Limited Common Percentage Interest	Commercial Limited Common Percentage Interest
PH3B	Floor PH 3	4,110	3 BR, 4.5 Bath, LR, FR, Din, Kit	Corridor, Stairway, Elevator, Balcony	0.7486%	0.7750%	N/A
PH3D	Floor PH 3	3,060	2 BR, 3 Bath, LR, FR, Kit	Corridor, Stairway, Elevator, Balcony	0.5353%	0.5541%	N/A
PH3E	Floor PH 3	3,435	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator, Balcony	0.6432%	0.6659%	N/A
PH4A	Floor PH 4	4,172	2 BR, 4.5 Bath, LR, FR, Lib, Kit	Corridor, Stairway, Elevator, Balcony	0.8038%	0.8321%	N/A
PH4B	Floor PH 4	4,110	3 BR, 4.5 Bath, LR, FR, Din, Kit	Corridor, Stairway, Elevator, Balcony	0.7634%	0.7904%	N/A
PH4D	Floor PH 4	3,060	2 BR, 3 Bath, LR, FR, Kit	Corridor, Stairway, Elevator, Balcony	0.5434%	0.5625%	N/A
PH4E	Floor PH 4	3,435	3 BR, 4.5 Bath, LR, FR, Kit	Corridor, Stairway, Elevator, Balcony	0.6512%	0.6741%	N/A
GPH	Floor GPH	12,323	Shell	Corridor, Stairway, Elevator, Terrace	2.4321%	2.5178%	N/A
					96.5959%	100.0000%	
Commercial Unit	Floors B1,1,2,3	76,949	N/A	As shown on the Plans**	3.4041%	N/A	100%
					100.0000%		

* Square footage approximations listed above are based on measurements obtained from the architect at Handel Architects LLP signing the Plans recorded with this Master Deed. The approximations have been calculated in accordance with Exhibit B-1 to the Master Deed and may be based on total square footage, so called, and may not correspond with the square footage of useable space, so called

**The Commercial Unit has access to the immediate common areas shown on the Plans recorded with this Master Deed

CITY OF BOSTON

As imposed by Chapter 189 of the Acts of 1992 in the section.
 which has been paid with respect to the 443
 the conditions described in this master deed. / s/ in the
 relation contained on this consolidation plan. / s/ of the
 relation contained in this consolidation plan.

Handwritten signature
 Mayor
 City of Boston

EXHIBIT B-1**MEASUREMENT STANDARDS**

The area of each Unit is set forth in Exhibit B to this Master Deed, as the same may be amended from time to time, and the dimensions thereof are set forth on the Plans. The area of each Unit is measured as follows:

- (a) With respect to the Residential Units, the area is measured to the plane described by the exterior limit of the glass portion of the curtain wall system comprising the exterior perimeter of the Building.
- (b) With respect to the Commercial Unit, the area is measured to (i) the plane described by the exterior limit of the curtain wall system comprising the exterior perimeter of the Building and (ii) the outer surface of the exterior doors leading from the Commercial Unit to the exterior of the Building.
- (c) At demising walls between Units or between a Unit and Common Elements, the area is measured to the centerline of such wall, and when such wall is a structural wall, it is measured to the face of the structural wall closest to the interior of the Unit.
- (d) Shafts, chases, partitions, columns and structural walls within the Unit are included within the area of the Unit; provided, however, that elevator and stairway shafts and walls enclosing the same are not included within the area of a Residential Unit notwithstanding that they may be physically located within the envelope of a Residential Unit.

The unit area figures set forth in Exhibit B attached hereto (i) include the areas of any Balconies adjacent to individual Residential Units (measured to the interior limit of the glass portion of the railing comprising the exterior perimeter of such Balcony) (as used in this clause (i), the term "Balcony" means any outdoor Residential Limited Common Element located adjacent to a Residential Unit that is accessible only from such Residential Unit, is covered from above and is either fully-enclosed or enclosed on three sides) and (ii) do not include (a) the areas of any Unit Terraces (as used in this clause (ii), the term "Unit Terrace" means any outdoor Residential Limited Common Element located adjacent to a Residential Unit that is accessible only from such Residential Unit and is open to the sky) or (b) the areas of any Storage Spaces.

EXHIBIT C**SCHEDULE OF MASTER DEED PLANS**

The following sixty (60) sheets constitute the Plans, the first (1st) of which is prepared by Feldman Land Surveyors and dated May 25, 2016 and the remaining fifty-nine (59) of which are prepared by Handel Architects LLP and dated May 9, 2016 (except for Sheet 57, which is dated April 1, 2016):

- Condominium Site Plan
- Sheet 1 of 59 (Floor B-3)
- Sheet 2 of 59 (Floor B-2)
- Sheet 3 of 59 (Floor B-1)
- Sheet 4 of 59 (Floor 1)
- Sheet 5 of 59 (Floor 1M)
- Sheet 6 of 59 (Floor 2)
- Sheet 7 of 59 (Floor 3)
- Sheet 8 of 59 (Floor 8)
- Sheet 9 of 59 (Floor 9)
- Sheet 10 of 59 (Floor 10)
- Sheet 11 of 59 (Floor 11)
- Sheet 12 of 59 (Floor 12)
- Sheet 13 of 59 (Floor 14)
- Sheet 14 of 59 (Floor 15)
- Sheet 15 of 59 (Floor 16)
- Sheet 16 of 59 (Floor 17)
- Sheet 17 of 59 (Floor 18)
- Sheet 18 of 59 (Floor 19)
- Sheet 19 of 59 (Floor 20)
- Sheet 20 of 59 (Floor 21)
- Sheet 21 of 59 (Floor 22)
- Sheet 22 of 59 (Floor 23)
- Sheet 23 of 59 (Floor 24)
- Sheet 24 of 59 (Floor 25)
- Sheet 25 of 59 (Floor 26)
- Sheet 26 of 59 (Floor 27)
- Sheet 27 of 59 (Floor 28)
- Sheet 28 of 59 (Floor 29)
- Sheet 29 of 59 (Floor 30)
- Sheet 30 of 59 (Floor 31)
- Sheet 31 of 59 (Floor 32)
- Sheet 32 of 59 (Floor 34)
- Sheet 33 of 59 (Floor 35)
- Sheet 34 of 59 (Floor 36).
- Sheet 35 of 59 (Floor 37)

- Sheet 36 of 59 (Floor 38)
- Sheet 37 of 59 (Floor 39)
- Sheet 38 of 59 (Floor 40)
- Sheet 39 of 59 (Floor 41)
- Sheet 40 of 59 (Floor 42)
- Sheet 41 of 59 (Floor 43)
- Sheet 42 of 59 (Floor 45)
- Sheet 43 of 59 (Floor 46)
- Sheet 44 of 59 (Floor 47)
- Sheet 45 of 59 (Floor 48)
- Sheet 46 of 59 (Floor 49)
- Sheet 47 of 59 (Floor 50)
- Sheet 48 of 59 (Floor 51)
- Sheet 49 of 59 (Floor 52)
- Sheet 50 of 59 (Floor 53)
- Sheet 51 of 59 (Floor 54)
- Sheet 52 of 59 (Floor 55)
- Sheet 53 of 59 (Floor PH 1)
- Sheet 54 of 59 (Floor PH 2)
- Sheet 55 of 59 (Floor PH 3)
- Sheet 56 of 59 (Floor PH 4)
- Sheet 57 of 59 (Floor GPH)
- Sheet 58 of 59 (Mechanical Penthouse)
- Sheet 59 of 59 (Tower Roof)

EXHIBIT D**ACCESS PANEL UNITS**

<u>Floor</u>	<u>Units</u>
10	1001; 1002; 1003; 1004; 1005; 1006; 1007; 1008; 1009; 1010; 1011; 1012; 1014
11	1101; 1103; 1106; 1107; 1114
12	1201; 1203; 1205; 1206; 1207; 1214
14	1401; 1403; 1406; 1407; 1408; 1414
15	1501; 1503; 1506; 1507; 1514
16	1601; 1603; 1606; 1607; 1614
17	1701; 1703; 1706; 1707; 1714
18	1801; 1803; 1804; 1806; 1807; 1814
19	1901; 1902; 1903; 1904; 1905; 1906; 1907; 1908; 1909; 1910; 1911; 1912; 1914
20	2001; 2003; 2006; 2007; 2014
21	2101; 2103; 2106; 2107; 2114
22	2201; 2203; 2206; 2207; 2214
23	2301; 2303; 2306; 2307; 2308; 2314
24	2401; 2403; 2406; 2407; 2408; 2414
25	2501; 2503; 2506; 2507; 2514
26	2601; 2603; 2606; 2607; 2614
27	2701; 2703; 2704; 2706; 2707; 2714
28	2801; 2803; 2804; 2805; 2806; 2807; 2808; 2809; 2810; 2812; 2814
29	2901; 2903; 2906; 2907; 2914
30	3001; 3003; 3006; 3007; 3010; 3014
31	3101; 3103; 3106; 3107; 3114
32	3201; 3203; 3204; 3205; 3208; 3209; 3210; 3212; 3214
34	3401; 3404; 3405; 3407; 3408
35	3501; 3505; 3507; 3510
36	3601; 3603; 3605; 3610
37	3701; 3702; 3703; 3704; 3705; 3707; 3708; 3709; 3710
38	3801; 3803; 3805; 3810

39	3901; 3902; 3905
40	4001; 4004; 4005
41	4101; 4103; 4105; 4108; 4109
42	4201; 4205; 4210
43	4301; 4304; 4305
45	4501; 4502; 4503; 4504; 4505; 4510
46	4601; 4602; 4603; 4604; 4605; 4606
47	4705; 4706
48	4801; 4805; 4806
49	4905; 4906
50	5001; 5002; 5004
51	None
52	5205; 5206
53	5301
54	5401; 5402
55	5501; 5503; 5506
PH1	PH1A; PH1B; PH1C; PH1D; PH1E; PH1F
PH2	PH2A; PH2B; PH2D; PH2E
PH3	PH3A; PH3B; PH3D; PH3E
PH4	PH4A; PH4B; PH4D; PH4E
GPH	GPH

EXHIBIT E

DESCRIPTION OF INITIAL HVAC SYSTEM

The initial heating, ventilation and air conditioning system (the "HVAC System") that serves the Commons Elements and the Residential Units includes a central condenser water system. The condenser water system serves vertical-stacked Heat Pumps in the Residential Units, floor-mounted Heat Pumps in the Tower Penthouse Units (as hereinafter defined) and horizontal type Heat Pumps in the Common Elements. These units provide both heating and cooling capabilities year round. The HVAC System is designed to meet the standards applicable to the same type of system described in the following codes:

1. 780 CMR: Massachusetts State Building Code, 8th Edition ("MSBC"), which includes ASHRAE Standard 90.1 incorporated therein.
2. International Mechanical Code, 2009 Edition, as adapted and amended by MSBC.
3. International Energy Conservation Code, 2009 Edition, as adapted and amended by MSBC.

The HVAC System was designed based on a summer ambient condition of 87° F dry-bulb and 72° F wet-bulb. At this design condition, the HVAC System is designed to be capable of maintaining an indoor environment in the Common Elements and the Residential Units of 75° F dry-bulb at 50% relative humidity. With respect to the winter environmental conditions, the HVAC System was design based on an ambient condition of 7° F dry-bulb. At this design condition, the HVAC System is designed to be capable of maintaining an indoor environment in the Common Elements and the Residential Units of 72° F dry-bulb. The HVAC System does not provide humidity control; thus there is no humidity control in the Common Elements or the Residential Units.

Residential Units

The Residential Units (including some Residential Units located on Floors PH1 through GPH (each, a "Tower Penthouse Unit" and collectively the "Tower Penthouse Units")) are served by vertical-stacked Heat Pumps complete with insulated cabinet, supply fan, refrigerant coil (heating and cooling), compressors with integral reversing valve, water-cooled condenser section, three-speed permanent split capacitor fan motor, acoustic type return grille, supply grille, condenser water supply and return and condensate piping risers, piping insulation and factory packaged controls with wall-mounted programmable thermostat. Each Residential Unit Owner will have the ability to select either heating or cooling mode year-round via the wall-mounted thermostat. Each Residential Unit contains at least one (1) Heat Pump. A typical one-bedroom Residential Unit is served by a single Heat Pump that provides heating and cooling for both the living area and bedroom. Two-bedroom units and larger are served by multiple Heat Pumps; typically one (1) heat pump serves the master bedroom and one (1) or more additional Heat Pumps serve the other bedrooms, living room and other rooms including dens. Heat Pumps are provided with acoustically lined discharge plenums to mitigate sound transmission from the Heat Pump. Though there is acoustical treatment, Unit Owners should expect that all Heat Pumps will radiate and discharge noise when the Heat Pump is in operation. Remote wall mounted thermostats are provided for each Heat Pump and are programmable.

Tower Penthouse Units

The Tower Penthouse Units are supplied with ducted, floor-mounted Heat Pumps, and in some Tower Penthouse Units, vertical-stacked Heat Pumps, as described above. There are multiple Heat Pumps in each Tower Penthouse Unit to provide several HVAC zones per Tower Penthouse Unit. In addition, zone control dampers provide further individual thermostatic control. Floor-mounted Heat Pumps are located in mechanical rooms within the Tower Penthouse Units with insulated ductwork extending through-out the ceiling cavity above. Ducted air is discharged throughout the Tower Penthouse Units generally close to the perimeter of the applicable Tower Penthouse Unit through ceiling diffusers. Outside air is introduced to the floor-mounted Heat Pumps within Tower Penthouse Units via base building air handling systems that are part of the HVAC System, which heat or cool the outside air prior to it being ducted to the Heat Pumps. Though there is acoustical treatment, Unit Owners should expect that all Heat Pumps will radiate and discharge noise when the Heat Pump is in operation. Remote wall mounted thermostats are provided for each Heat Pump and are programmable, and each Unit Owner of a Tower Penthouse Unit will have the ability to select heating or cooling mode year-round via the wall-mounted thermostat.

Common Elements

The Residential Common Element hallways on Floors 8 through GPH are served by two (2) indoor air handling units, one (1) located on Floor 9 and one (1) located on the unnumbered one (1) level mechanical penthouse located above Floor GPH. The air handling unit located on Floor 9 is a water-source Heat Pump with factory packaged controls, and the air handling unit located on the unnumbered one (1) level mechanical penthouse located above Floor GPH is a water-cooled DX unit with hot water heating coil with factory packaged controls. These air handling units provide the code required ventilation air to each such hallway. In addition to providing the necessary ventilation, the Heat Pumps provide both heating and cooling to the space.

The indoor Residential Common Elements located on Floor 8 and Floor 9 (other than the hallways described in the immediately preceding paragraph) are provided with individual horizontal Heat Pumps to provide both heating and cooling. The Heat Pumps are located above the ceiling with integral drip pan and leak detection sensors. An insulated duct distribution system is provided with each Heat Pump and will supply conditioned air to each respective area via ceiling mounted diffusers. Each Heat Pump will be provided with a wall-mounted programmable thermostat. The ceiling cavity will be utilized as a return air plenum with acoustically lined transfer ducts provided at all full-height partitions. The transfer ducts will allow for a proper return air pathway from the conditioned zone back to the heat pump return plenum. Preconditioned ventilation air will be ducted directly to each heat pump from a central air handling unit located on Floor 9.

The pool area located on Floor 8 is served by a packaged dehumidification air handling unit. The unit shall be capable of maintaining an acceptable indoor environment in the pool area year round. Additionally, perimeter hot water radiant heating treatment is provided at the exterior

wall of the pool. The hot water is generated by an electric hot water boiler located in the mechanical room serving the pool area.