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SEE RECORD FOR 14344 PG 391

BIGELOW HOUSE CONDOMINIUM

MASTER DEED

NEWTON HISTORIC PRESERVATION ASSOCIATION, INC., a Massachusetts charitable corporation with principal offices located at 7 Norman Road, Newton Highlands, Massachusetts, being the sole owner of the land described in Schedule A attached hereto (the "Property"), by duly executing and recording this Master Deed, does hereby submit said Property, together with the building (the "Building") and improvements erected thereon, and all easements, rights and appurtenances thereto (hereafter collectively referred to as the "Condominium"), to the provisions of Massachusetts General Laws Chapter 183A, ("Chapter 183A") and does hereby create with respect to the Property a Condominium, to be known as the BIGELOW HOUSE CONDOMINIUM, to be governed by and subject to the provisions of said Chapter 183A.

2. Building Description

The Building on the Property is a multi level wood frame building with wood shingle roofs and siding, containing five units intended for residential use. There are three and one-half stories in Unit 1, two stories in Units 2, 3 and 5 and one story in Unit 4. The Building and the condominium units (the "Units") contained therein are shown on the Site and Floor Plans described below, to be filed and recorded with this Master Deed.

3. Description of Units

The designation of each Unit, a statement of its

location in the Building, the immediate common area to which the Unit has access and its proportionate interest in the common areas and facilities of the Condominium (the "Common Elements") are set forth on Schedule B attached hereto and made a part hereof. The approximate area of each Unit is set forth on the Floor Plans. There is appurtenant to each Unit the exclusive right to use the deck, parking and storage space designated for the Unit as shown on the Site Plan. In addition, there is appurtenant to Units 3 and 5 the exclusive right to use the second story balcony adjacent to each such unit, and there is appurtenant to Unit 1 the exclusive right to use the belvedere above the attic of said unit. A Unit consists of the space enclosed by the intersection of the vertical Unit boundaries and the lower and upper Unit boundaries described below:

(a) Vertical Unit Boundaries: The vertical planes of the innermost unfinished surfaces of the Building walls bounding the Unit and the vertical planes of the innermost unfinished surfaces of the plastered walls of the interior dividing the Unit from other Units and Common Elements; and

(b) Lower and Upper Unit Boundaries: the lower Unit boundaries are the uppermost faces of the sub-flooring of each level of the Unit, with the single exception of the basement area of Unit 1, as to which the lower Unit boundary is the uppermost unfinished surface of the cement flooring; the upper Unit boundaries are the lowermost unfinished surfaces of each ceiling of the Unit. Included within each

Unit are the windows (including all glass panes) and doors which open from a Unit, and the portions of the window and door frames appurtenant to such windows and doors but located beyond the boundaries of the Unit, except for the exterior surfaces thereof. Also included with each Unit is the heating and cooling apparatus that exclusively serves the Unit, and the metering devices regulating such apparatus, and controls for such apparatus, wherever located, and the wiring, pipes, ducts, plumbing, conduits and other facilities used to supply such apparatus with power, gas or electricity necessary to its operation.

J. Common Elements

The common areas and facilities of the Condominium consist of the entire Property, including all parts of the building and improvements thereon other than the Units, and include, without limitations other than those hereinafter set out in this provision, the following:

- (a) The land, and all rights and benefits, obligations and burdens appurtenant thereto;
- (b) The crawl spaces and other basements other than the basement of Unit 1 as shown on the floor plans, including the floor slabs, walls and ceilings;
- (c) All foundations, columns, beams, supports and bearing walls, those portions of the exterior building walls beyond the innermost surfaces thereof, those portions of the walls dividing a Unit from other Units and Common Elements, other than the innermost unfinished surfaces at the Unit

sides, those portions of the ceilings of Units from the lowermost unfinished surfaces thereof to the uppermost face of the subfloor of the level, Unit, or roof above as the case may be; all common Building entrances and exits and all portions of the roof or roofing of the Building (including all gutters, equipment, and appurtenances thereto).

(d) All real property, facilities and other improved or unimproved areas on the Property and not within the Units, including the Garage and Gazebo on the Property;

(e) All utility services, lines, pipes, sewerage and drainage lines, wires, ducts, cables, conduits, public lines and utility installations, located on the Property other than those located exclusively within a Unit or servicing only such Unit;

(f) All easement rights located outside the Property and from time to time appurtenant to the Property;

(g) All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building, including, without limitation, all smoke, fire and burglar alarms and all fire sprinkling pipes, outlets and apparatus pertaining thereto;

(h) All other items listed as common areas and facilities under Chapter 183A of the Massachusetts General Laws and located on the Property.

4. Floor Plans Site Plan and Elevation Plans

Simultaneously with the recording hereof there has been recorded a site plan of the Land and a set of the floor plans and elevation plans of the Building, bearing a verified statement certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built.

5. Use of the Units

All units are to be used for residential purposes only.

6. Condominium Organization

The Condominium shall be managed and regulated by an unincorporated association of unit owners, which has been formed and has enacted By-laws pursuant to Chapter 183A of the Massachusetts General Laws. The name of the Association is the BIGELOW HOUSE CONDOMINIUM ASSOCIATION (hereafter the "Condominium Association"). A Board of Managers shall administer the affairs of the Condominium Association on behalf of the unit owners and shall serve until replaced by the unit owners pursuant to the By-Laws. The first persons to serve as managers are RUSSELL F. MORASH, ANDREW S. GRIFFITHS and JOHN N. HOWARD.

7. Amendment of Master Deed

This Master Deed may be amended by vote of at least 75% in common interest of all owners of Units (hereinafter called "Unit Owners") cast in person or by proxy at a

meeting duly held in accordance with the provisions of the By-Laws, or in lieu of such a vote, any amendment may be approved in writing by 75 % in common interest of all Unit Owners; provided, however, that no amendment hereto shall change the size of any Unit, the percentage of undivided interest in the Common Elements appurtenant to a Unit, a Unit's voting rights in the Condominium Association, or any easements or rights of exclusive use appurtenant to such Unit, unless all of the recorded owners of such Unit and all of the mortgagees of record holding mortgages on such Unit and all lessees of record of such Unit consent thereto in writing. Further, no amendment that would cause this Master Deed to violate any of the provisions of Chapter 183A of the Massachusetts General Laws shall be of any force or effect. No amendment shall be effective until a certificate thereof, signed and acknowledged by the Clerk of the Condominium Association, shall have been duly recorded with the Middlesex South Registry of Deeds.

8. Determination of Percentage in Common Elements

The percentage of interest of each Unit in the Common Elements as set forth in Schedule B, attached hereto and incorporated herein by reference, has been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the units on this date, and corresponds approximately with the ratio of the floor area of each unit to the total floor area of all of the Units combined.

9. Encroachments

If any portion of the Common Elements now encroached upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Elements made in accordance with the Master Deed or By-Laws, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance thereof to the extent of and for the duration of such encroachment.

10. Pipes, Wires, Flues, Ducts, Cables, Conduits, Heating Apparatus, Air Conditioning Apparatus, Public Utility Lines and Other Common Elements Located Inside of Units

Each Unit Owner and the Condominium Association shall have an easement in common with the owners of all other Units for use and repair of all pipes, wires, ducts, cables, conduits and public utility lines within the Common Elements or in any of the Units of the Condominium serving her or his Unit or the Common Elements. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Condominium Association for use and repair of pipes, wires, flues, ducts, cables, conduits, heating apparatus, air conditioning apparatus, public utility lines and other

utilities serving the Common Elements or such other Units and located in such Unit. The use and repair rights hereabove described shall be reasonably exercised so as to minimize interference with the use and occupancy of the Units and Common Elements subject to said easement rights, and the party exercising said rights shall repair and restore any loss or damage to any Unit (including the personal property contained in said Unit) or to the Common Elements resulting from the exercise of said rights, to the extent the loss or damage is not covered by applicable insurance policies. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

11. Acquisition of Units by Board of Managers

In the event (a) any Unit Owner shall surrender or convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Unit acquired earlier by the Board of Managers or its designee on behalf of all Unit Owners or proceeds of a sale or lease thereof, if any, (iii) the interest of such Unit Owner in any other assets of the Condominium, and (iv) membership rights of said Unit in the Condominium Association (items (i) through (iv), inclusive, immediately above are hereinafter collectively called the "Appurtenant



interests"); or (b) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant interests, the title to any such Unit, together with the Appurtenant interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners in proportion to their respective interests in the Common Elements. The Board of Managers may lease said Unit on behalf of the Unit Owners and all income from said rental shall be owned by the Unit Owners according to their respective interests in the Common Elements. The share of the Common Expenses (as that term is defined in the By-Laws) which may otherwise be chargeable to the Unit acquired by the Board of Managers shall not be assessed against such Unit, but shall be paid by the Other Unit Owners in proportion to their respective interests in the Common Elements.

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

All present and future owners, tenants, visitors, agents and servants of the owners and occupants of the Units shall be subject to, and shall comply with the provisions of this Master Deed, the By-Laws of the Condominium Association, and the Rules and Regulations of the Condominium Association, as they may be amended from time to time (collectively called the "Documents" herein), and the items affecting title to the land set forth above in Paragraph One. The acceptance of a deed or conveyance or the

occupation of any Unit shall constitute an agreement that (a) the provisions of the Documents are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

13. Invalidity

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

14. Waiver

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

15. Captions

The captions herein are inserted for reference only and shall not be construed to define, limit or describe the

scope of this Master Deed or the intent of any provision here

16. Conflicts

This Master Deed is set forth to comply with the requirements of Massachusetts General Laws, Chapter 183A. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

IN WITNESS WHEREOF, NEWTON HISTORIC PRESERVATION ASSOCIATION, INC. has caused this Master Deed to be executed under seal by its duly authorized officers this 1<sup>st</sup> day of July 1981.

NEWTON HISTORIC PRESERVATION  
ASSOCIATION, INC.

BY

John N. Howard  
John N. Howard, President

BY

Edwina D. Seeler  
Edwina D. Seeler, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 1, 1981

Then personally appeared the above-named JOHN N. HOWARD and acknowledged the foregoing instrument to be the free act and deed of the NEWTON HISTORIC PRESERVATION ASSOCIATION, INC., before me

*Richard D. Osterlund*  
Notary Public

My commission expires: -

*Dec 22, 1983*

RICHARD D. OSTERLUND  
100 WASHINGTON ST.  
BOSTON, MASS. 02108



## SCHEDULE A

## PROPERTY DESCRIPTION

The land with all buildings and improvements thereon (the Premises) on the Westerly side of Ober Road, in the Oak Hill District of Newton, Middlesex County, Massachusetts, commonly known as the "Bigelow House", and numbered 72-80 Ober Road, being shown as Lot B on a plan entitled "Plan of Land in Newton, Mass.", dated November 6, 1978, by Paul Giunta, Acting City Engineer, recorded in the Middlesex South District Registry of Deeds as Plan #312 of 1980 in Book 13925, Page 570 (the Plan). Said Lot B is more particularly bounded and described as follows:

Beginning at a point on the Westerly line of Ober Road distant 14.52 feet Northwest of the Southeasterly tangent point of a curve of 50.00 feet radius; thence

N. 62°	53' 05" W.,	117.85 feet to a point; thence
S. 31°	25' 56" W.,	218.00 feet to a point; thence
S. 8°	25' 56" W.,	172.00 feet to a point; thence
S. 64°	55' 56" W.,	164.00 feet to a point; thence
N. 57°	04' 04" W.,	124.00 feet to a point; thence
N. 9°	16' 14" E.,	318.25 feet to a point; thence
N. 39°	04' 04" W.,	53.29 feet to a point of land

now or formerly of Arthur Gerber and Adina Gerber, the last seven described lines being by Lot A, now or formerly owned by the City of Newton, thence

N. 46° 41' 25" E., by lands now or formerly of said Arthur Gerber and Adina Gerber, Hugo Salomme and Jean

S. Salemme, Suzanne M. Rubin,  
and by other land of the City  
of Newton 285.59 feet to a  
point; thence

N.  $53^{\circ} 46' 44''$  E., by said other land of the City  
of Newton and by lands now or  
formerly of Karel Holbik and  
Olga Holbik, Jason Gary  
Grossman and Paula Grossman,  
Kamran Zahedi, and Sumner  
Stroyman and Constance R.  
Stroyman 378.45 feet to a point  
at Parcel C, now or formerly  
owned by the City of Newton;  
thence

S.  $1^{\circ} 29' 22''$  E., by said Parcel C 239.87 feet to  
land now or formerly of Stephen  
S. Berman and Madeleine Berman;  
thence

S.  $88^{\circ} 30' 38''$  W., 22.00 feet to a point; thence

S.  $1^{\circ} 29' 22''$  E., 125.00 feet to a point on Ober  
Road, the last two described  
lines being by said land now or  
formerly of Stephen S. Berman  
and Madeleine Berman; thence

Westerly, Southwesterly, South-  
orly and Southeasterly by a  
curve to the left of 50.00 feet  
radius, 116.53 feet to a point;  
thence

Southeasterly by a curve to the  
right of 50.00 feet radius,  
23.47 feet to the point of  
beginning, the last two descri-  
bed lines being by said Ober  
Road.

The Premises contain approximately 217,965 square  
feet of land.

The Premises are also shown on a plan entitled  
"Plan of Land in Newton, Mass., Scale 1" = 40', April

21, 1981, Schofield Brothers, Inc., Registered Land Surveyors, 1071 Worcester Road, Framingham, Massachusetts (the Schofield Plan), recorded with said Deeds as Plan 733 of 1981 in Book 14344 Page 391 .

For Title reference see deed to Newton Historic Preservation Association, Inc. dated March 20, 1980, and recorded with said Deeds in Book 13925, Page 570, and Confirmatory Deed dated May 7, 1980, recorded with said Deeds in Book 13970, Page 251.

The Premises are with the benefit of the following rights, reservations, easements, restrictions, and obligations, all as set forth in the deed and confirmatory deed recited in the immediately preceding sentence.

1. The right to use, in common with others entitled thereto, for passage by foot and by vehicles, including trucks and construction equipment, the access road running from Ober Road through Lot A and the Premises, which access road is shown on the Plan as "Right of Way" and "Right of Way & Drain Easement" (and shown on the Schofield Plan with a partial increase in the width of the right of way near the border line between Lots A and B, as "Driveway Easement, "R.O.W. Easement" and "Drain & R.O.W. Easement"). The Newton Historic Preservation Association, Inc. (hereafter referred to as the Declarant), its successors and assigns, shall bear the full cost, expense and obligation of maintaining that portion of the access road running from the Northerly boundary of the parking lot to be constructed on Lot A to the termination of said access road on the Premises. The cost, expense and obligation of maintaining that portion of the access road running from Ober Road to the Northerly boundary of said parking lot shall be shared as follows:
  - a. 80% shall be borne by the owners of Lot A, their successors and assigns, and
  - b. 20% shall be borne by Declarant, its successors and assigns.
2. A drain easement for underground pipes, catch basins, manholes and other appurtenances in, through and under that portion of Lot A designated

as "Drain Easement" on the Plan (and being that portion of the "Drain Easement" within land designated as "City of Newton" on the Schofield Plan).

3. A sewer easement for underground pipes, manholes and other appurtenances in, through and under that portion of land now or formerly of the City of Newton (Lot A on the Plan) designated as "15' Wide Sewer Easement" on the Schofield Plan.

The Declarant, and its successors and assigns, shall be obligated to make all repairs to such portion of Lot A disturbed as a result of the exercise of rights created herein, which rights shall include the right to install, inspect, maintain, repair and replace sewer and drain pipes, catch basins, sewer and drain manholes and all other appurtenances, and all work shall proceed with the minimum disruption of access to Lot A and all disturbed areas shall be restored, as nearly as possible, to the condition existing prior to the exercise of the rights created herein. At no time shall that portion of the 15' Wide Sewer Easement which crosses the access road on land of the City of Newton (Lot A on the Plan) be left open and uncovered during any installation, inspection, maintenance, repair or replacement of sewer pipes, manholes and other appurtenances so as to prevent access to the buildings on Lot A from Ober Road.

4. Utility easements across Lot 26 for the installation and maintenance of poles and wires for electric and telephone service as granted by the City of Newton to New England Telephone Company and Boston Edison Company by easement recorded with said Deeds in Book 13925, Page 569.
5. The right and easement to connect to the water main located along the Northerly boundary of the Premises in the portion of the Premises designated as "City of Newton Water Easement" and "C. of N. Water Easement" on the Plan (and designated as "City of Newton Water Easement (25' Wide)" and "City of Newton Water Easement (20' Wide)" on the Schofield Plan) and to install, inspect, maintain, repair and replace water pipes, gate valves and other appurtenances to service the Premises.



6. A gas line easement for a natural gas line through and under that portion of Lot A designated as "GAS EASEMENT-15' WIDE" on the Schofield Plan, as set forth in Gas Line Easement executed in favor of Newton Historic Preservation Association, Inc. by Edward Loventhal dated June 26, 1981 and recorded with Middlesex South District Registry of Deeds in Book 10394 Page 387. The Declarant, and its successors and assigns shall be obligated to make all repairs to such portion of Lot A disturbed as a result of the exercise of rights created herein, which rights shall include the right to install, inspect, maintain, repair and replace gas lines and all other appurtenances, and all work shall proceed with the minimum disruption of access to Lot A and all disturbed areas shall be restored, as nearly as possible, to the condition existing prior to the exercise of the rights created herein. At no time shall that portion of the 15' Wide Gas Easement which crosses the access road on land of the City of Newton (Lot A on the Plan) be left open and uncovered during any installation, inspection, maintenance, repair or replacement of gas lines and other appurtenances so as to prevent access to the buildings on Lot A from Ober Road.

The Premises are subject to the following rights, reservations, easements, restrictions and obligations all as set forth in the deed and confirmatory deed to the Declarant referred to above:

1. The right and easement of the City of Newton to use, in common with Declarant and others entitled thereto, for emergency and other City of Newton vehicular and pedestrian traffic, said access road from Ober Road to other land of the City of Newton shown as Lot 26 on the Plan (and being land on the northwesterly side of the Premises shown as "City of Newton" on the Schofield Plan) for the purpose of servicing the water tower located on Lot 26, such rights to be exercised only by the City of Newton, its agents, servants or employees for maintenance of said tower.
2. The Right and Easement, reserved by the City of Newton for the benefit of the general public, to use, in common with Declarant and others entitled thereto, for passage by foot to and from a scenic

viewing area located approximately at the most Southwesterly end of the Premises, a pathway approximately six feet in width, starting from a point near the boundary of Lot A and the Premises, where it intersects with Ober Road, and running generally Westerly, across Lot A, then across the access road, then across Lot A until it reaches the boundary of Lot A and the Premises, thence generally along that boundary, and terminating at said scenic viewing area, so long as the use of such pathway in no way affects or interferes with the construction, maintenance and use of the improvements on the Premises. The location of this pathway and scenic viewing area is as agreed to by the City of Newton, the Declarant and Edward Leventhal, owner of Lot A, dated ~~June 26, 1981~~ <sup>June 26, 1981</sup> and recorded with said deeds in Book ~~1234~~ <sup>1234</sup> Page 357, and is set forth on a plan of land by Paul E. Giunta, City Engineer, entitled "City of Newton, Massachusetts, Private Land Ober Road, Westerly, Plan of Land Showing Right of Way" dated December 1, 1980 and recorded with Middlesex South District Registry of Deeds at the end of Book 14105. Said pathway and scenic viewing area is also shown on the Schofield Plan as "Right-of-Way Easement-6' Wide".

3. A drain easement for the benefit of Lot 26 as shown on the Plan for underground pipes, catch basins, manholes and other appurtenances in, through and under that portion of the Premises designated as "Drain Easement" and "Right of Way & Drain Easement" on the Plan (and designated as "Drain Easement" and "Drain & Right-of-Way Easement" on the Schofield Plan).

The City of Newton and its successors and assigns, shall be obligated to make all repairs to such portion of the Premises disturbed as a result of the exercise of the rights set forth herein, which rights include the right to install, inspect, maintain, repair and replace drain pipes, catch basins, drain manholes and all other appurtenances, and all work shall proceed with minimum disruption of access to the Premises and all disturbed areas shall be restored, as nearly as possible, to the condition existing prior to the exercise of the rights created herein, except that the City of

Newton shall not be obligated to repair or replace any lights, light poles and stanchions, security gates and fences, and security guard enclosures which the Declarant, its successors and assigns, may erect and maintain in, on and over the access road as hereinafter provided.

4. Reservation by the City of Newton of all rights and interests in and to the lease with New England Telephone and Telegraph and Boston Edison company, dated July 3, 1947, recorded with said Deeds in Book 7224, Page 62, including the right to terminate the same, in accordance with its terms, without any obligation to continue or provide alternate service to the Premises.
5. The easement reserved by the City of Newton for the water line as created by a layout and taking by the City of Newton dated September 4, 1951, and recorded with said Deeds in Book 7807, Page 69, and as shown on the Plan and the Schofield Plan as the 20' easement along the Easterly end of the Northwesterly boundary of the Premises.
6. The easement reserved by the City of Newton for the water line as created by grant of the New England Peabody Home for Crippled Children dated June 6, 1958, and recorded with said Deeds in Book 9175, Page 247, and as shown on the Plan and the Schofield Plan as the 25' easement along the Westerly end of the Northwesterly boundary of the Premises.
7. The slope easement reserved by the City of Newton along Ober Road created in the grant from New England Peabody Home for Crippled Children to Almor Homes, Inc., dated January 15, 1964, and recorded with said Deeds in Book 10445, Page 18.
8. The Covenant of Declarant for itself, its successors and assigns, that no buildings or other structure will be erected or maintained in, on or over any of the easements reserved by the City of Newton within the Premises, except that lights, light poles and stanchions, security gates and fences, and guard enclosures may be erected and maintained in, on and over the access road as hereinabove defined for the benefit of the Premi-

ues; provided, however, that said access road will not be obstructed so as to interfere with the free exercise of the rights herein reserved and created.

PRESERVATION  
RESTRICTION

9. The Premises are also subject to the following preservation and conservation restrictions which were imposed to ensure the preservation of the historically and architecturally significant characteristics of the Premises. The restrictions shall be enforced by the City of Newton acting by and through the Newton Historical Commission, which may waive and release, in whole or in part, any or all of the terms of the restrictions, and may assent to any addition to, or alteration of, the Premises, to wit:
- a. No alterations shall be made to the following exterior portions of the main house designed by H. H. Richardson located on the Premises (the main house, including the connected barn, is hereinafter called the Main House):
    - (i) the facade of the Main House, including without limitation, the exterior walls, doors, door frames and decoration, window sashes and frames, porches and steps;
    - (ii) the roof profile of the Main House;
    - (iii) the chimneys of the Main House.
  - b. No portion of the Main House shall be moved from its present location unless such moving is required by a taking by eminent domain.
  - c. The grounds of the Premises shall be maintained in a naturally landscaped state consistent with the existing topography, natural vegetation and historical use and character of the Main House. Nothing herein shall prohibit the creation of walkways, driveways, courtyards, terraces and parking areas on the Premises for use by Declarant its successors and assigns so long as such areas are designed and constructed in a manner which does not interfere with the existing topography, natural vegetation and historical character of the Main House.

- d. There shall be no additions to the Main House, nor shall other buildings or structures be erected or placed on the Premises.
- e. No signs shall be painted on or affixed to the buildings or erected on the premises.
- f. The Premises shall not be subdivided as that term is used and referred to in the City of Newton Subdivision Rules and Regulations.

Written waivers, releases and assents for such alterations shall be in recordable form executed and acknowledged in behalf of the Newton Historical Commission by the Chairman, Secretary, or such other person who, or subcommittee that, may be authorized by the Newton Historical Commission. Assents as to one alteration or addition, or group of alterations or additions, shall under no circumstances be construed to waive the requirement for assents for subsequent alterations or additions.

For purposes of these restrictions the term "alteration" shall not be construed to mean the replacement of any element of the exterior by an item identical in design, or the reconstruction of any exterior element in an identical manner. Neither shall the term "alteration" be construed to include the following work:

- (a) replacement of glass;
- (b) installation of window and door screens and storm windows and doors.

If the Main House or any substantial portion thereof shall be damaged by fire or other casualty in an amount less than 25% of the fair market value of the Main House immediately preceding said fire or other casualty, then the Main House shall be reconstructed in its original materials and designs or the equivalents thereof. In the event such damage shall be in an amount greater than 25% of such fair market value, Declarant, its successors and assigns shall have no obligation to reconstruct the Main House and all facade and preservation restrictions pertaining to the Main House shall be null and void and of no further force and effect; provided,

however, that the restrictions recited above concerning subdivision and grounds of the Premises shall remain in full force and effect, and any new building shall be constructed at approximately the current location of the Main House.

Declarant, for itself, its successors and assigns is obligated to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the historically significant characteristics of the features, materials, appearance, workmanship and environment in accordance with the restrictions set forth herein.

The burden of these conservation and preservation restrictions run with the land in perpetuity. The right of enforcement of these restrictions shall be as provided in General Laws, Chapter 184, Section 32.

The Premises are also subject to the following:

1. First mortgage from Newton Historic Preservation Association, Inc. to Mutual Bank for Savings in the original principal amount of \$500,000.00 dated May 7, 1980, and recorded with the Middlesex South District Registry of Deeds in Book 13970, Page 263, and second mortgage from Newton Historic Preservation Association, Inc. to said Mutual Bank for Savings in the principal amount of \$250,000 dated March 16, 1981 and recorded with said Deeds in Book 14270, Page 198.
2. Two U. C. C. Financing Statements from Newton Historic Preservation Association, Inc., Debtor, to Mutual Bank for Savings, Secured Party, recorded with Middlesex South District Registry of Deeds in Book 13970, Page 282, and Book 14270, Page 221, respectively.
3. Two U. C. C. Financing Statements from WGBH Education Foundation, Debtor, to Mutual Bank for Savings, Secured Party, recorded with said Deeds in Book 13970, Page 286 and Book 14270, Page 217 respectively.
4. Two Conditional Assignments of Leases and Rents, dated May 7, 1980 and March 16, 1981, by Newton Historic Preservation Association, Inc. to Mutual Bank for Savings, recorded with said Deeds in Book 13970, Page 275 and Book 14270, Page 210, respectively.
5. Terms and provisions of Special Permit and site plan approval granted by the Board of Aldermen of the City of Newton pursuant to Order dated October 9, 1979, (Petition #517-79) recorded with said Deeds in Book 13929, Page 237; and Notice of Variance by the Board of Aldermen of the City of Newton, dated October 29, 1979, and recorded with said Deeds in Book 13940, Page 83, as amended by Special Permit #517-79 (2), dated May 5, 1980, and recorded with said Deeds in Book 13978, Page 1, and Notice of Variance, dated May 27, 1980, and recorded with said Deeds in Book 13982, Page 402.