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**MASTER DEED**  
**OF**  
**WATERWORKS MUSEUM CONDOMINIUM**  
**THE WATERWORKS AT CHESTNUT HILL**

Dated: May 19, 2008

Upon recording, please return to:

**Bingham McCutchen LLP**  
**150 Federal Street**  
**Boston, MA 02110**  
**Attn: Marcia Robinson**

⑦ Plan 2008 Page 309  
Book

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**MASTER DEED**  
**OF**  
**WATERWORKS MUSEUM CONDOMINIUM**

WATERWORKS PARK, LLC, a Massachusetts limited liability company, being the sole owner of the Land (as defined below) with the buildings and improvements now or hereafter constructed thereon, by duly executing and recording this Master Deed, does hereby submit said Land, together with the buildings and improvements now or hereafter erected thereon as more particularly described in *Section 3* herein, and all easements, rights and appurtenances belonging thereto 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:

1. DEFINITIONS

Activity and Use Limitation – the Notice of Activity and Use Limitation in DEP Release Tracking No. 3-11703, dated September 12, 2000, recorded in Book 25344, Page 288.

Building – The building on the Land containing four (4) Residential Units and one (1) Public Space Unit making up the Condominium, as more particularly described in Section 3.

Bylaws - The Bylaws of the Condominium attached as Exhibit A to the Declaration of Trust.

Chapter 183A - Chapter 183A of the Massachusetts General Laws, as the same may be amended from time to time.

Commonwealth – The Commonwealth of Massachusetts.

Common Charges – As defined in the Bylaws.

Common Elements - Those areas and facilities of the Condominium that are for the common use of all Unit Owners, except Limited Common Elements, as more particularly described in *Section 5*.

Condominium - The Condominium created by this Master Deed, commonly known as “Waterworks Museum Condominium”.

Condominium Managing Agent – As defined in the Bylaws.

Condominium Trust - A trust through which the Unit Owners shall manage and regulate the Condominium, formed under the Declaration of Trust, as more particularly described in *Section 10*.

Conservation and Preservation Restrictions - The restrictions contained in the Declarant’s Deed.

Cross Easement and Use Agreement - The Cross Easement and Use Agreement by the Declarant of the Park Condominiums dated as of September 18, 2006 and recorded in Book 40589, Page

218, as amended by a First Amendment to Cross Easement and Use Agreement, dated December 13, 2006, recorded in Book 40925, Page 135.

DCAM - The Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

Declarant - Waterworks Park, LLC, a Massachusetts limited liability company, and its successors and assigns.

Declarant's Deed- The Deed with Conservation and Preservation Restrictions by and among the Commonwealth of Massachusetts, et al., as Grantor, and Declarant, as Grantee, dated August 5, 2005 and recorded in Book 37860, Page 176, as amended by a First Amendment to Deed with Conservation and Preservation Restrictions, dated as of August 22, 2006, and recorded in Book 40589, Page 98.

Declaration of Trust - The Declaration of Trust of the Condominium Trust dated of even date herewith and recorded with the Registry herewith.

Fannie Mae - Federal National Mortgage Association.

Floor Plans- The plans of the Condominium showing the layout, location, unit designations and dimensions of the Units.

LDA - The Amended and Restated Land Disposition Agreement by and among The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, Massachusetts Water Resources Authority, and the Declarant dated August 5, 2005 and recorded in Book 37860, Page 1, as more particularly described in *Section 13.A* below.

Land - That parcel of land in Boston, Massachusetts with the Building located thereon, as more particularly described in Exhibit A.

Legal Requirements - Any applicable law, order, rule, regulation, permit or approval of any court, governmental entity or governmental agency of competent jurisdiction.

Limited Common Elements - Common areas and facilities of the Condominium for the exclusive use of a designated Unit, as more particularly described in *Section 5*.

Limited Common Element Parking Space(s) - A demarcated Parking Space for the use by a specific Unit Owner in the Parking Areas appurtenant to a Unit, as more specifically set forth in *Section 4.F* hereof.

Listed Mortgagee - A first Mortgagee of which the Trustees have received written notice pursuant to and in conformance with the provisions of the Declaration of Trust.

MBTA - Massachusetts Bay Transportation Authority.

MHC - Massachusetts Historical Commission.

MWRA – Massachusetts Water Resources Authority.

Master Deed - This Master Deed creating the Condominium.

Mortgagee - Any holder of a first mortgage of record on a Unit, including, without limitation, a Listed Mortgagee.

Negative Impacts – See *Section 13.D*.

Park Board- The board comprised of certain trustees of the Park Condominiums and established pursuant to the Park Board Declaration of Trust.

Park Condominiums – The three residential condominiums and one mixed-use condominium comprising The Waterworks at Chestnut Hill: Watermark Condominium; Whitehall Condominium; Waterford Condominium; and Waterworks Museum Condominium.

Park Board Trustees – The Trustees of the Park Trust.

Park Board Declaration of Trust - The Declaration of Trust of the Waterworks at Chestnut Hill Trust dated September 18, 2006 and recorded in Book 40589, Page 108.

Park Trust - The trust of the Park Condominiums established pursuant to the Park Board Declaration of Trust to exercise, manage, administer and dispose of the funds collected pursuant to the Cross Easement and Use Agreement.

Parking Area(s) - The vehicular parking areas consisting of those areas specifically shown as such and designated on the Plans for the Condominium, as they may be filed from time to time by the Declarant and those reserved for the use of the Condominium but located on the land of the Whitehall Condominium pursuant to the Cross Easement and Use Agreement.

Parking Rights- The right of each Unit Owner to use one or more Limited Common Element Parking Space as set forth in such Unit Owner’s deed, and to use in common with others undesignated Parking Spaces.

Parking Space(s) – The parking spaces demarcated in the Parking Areas.

Percentage Interest(s) – The undivided ownership interest(s) of Unit Owners in the Common Elements, as set forth on Exhibit D, attached hereto and incorporated herein by reference and more particularly defined in *Section 5.C*, as the same may be adjusted from time to time as permitted herein pursuant to *Section 8* and *Section 9*.

Plans - The Site Plan and the Floor Plans depicting the Condominium, recorded herewith, as more particularly described in *Section 6* and listed on Exhibit B, as the same may be amended from time to time as permitted herein.

Preservation Tax – A one percent (1%) tax upon the gross sales price of each Residential Unit upon the resale of such Residential Unit pursuant to Section 1(C)(b) of the LDA.

Public Space Unit – the approximately 20,640 gross square feet of space located in the Building, which is subject to the LDA and the Declarant’s Deed and further shown in the attached Plans

Registry - The Suffolk County, Massachusetts Registry of Deeds; all references to the Book and Page of a recorded instrument pertain to the Registry.

Residential Units – The four (4) residential units in the Condominium.

Rules and Regulations - The rules and regulations enacted by the Trustees pursuant to the provisions of Chapter 183A.

Site Plan – The plans showing the Land, Building, related improvements and adjacent public ways, building and relevant landmarks.

Trust Contribution - For all Residential Units, a contribution to the Waterworks Preservation Trust based upon a Residential Unit Owner’s share of the Condominium’s aggregate amount of contribution to the Waterworks Preservation Trust as set forth in the budget established by the Park Board.

Trustees - The trustees of the Condominium Trust through which the Unit Owners will manage and regulate the Condominium, as more particularly described in **Section 10** of this Master Deed and in the Declaration of Trust.

Units – The Residential Units and the Public Space Unit which comprise the Condominium.

Unit Deed- The deed conveying an individual Unit of the Condominium.

Unit Owner(s) - The record owner of any Unit in the Condominium.

Waterworks Preservation Trust - Waterworks Preservation Trust, Inc., a Massachusetts not-for-profit corporation established pursuant to Articles of Organization filed or to be filed with the Secretary of the Commonwealth of Massachusetts to accumulate, maintain and disburse funds to provide for the perpetual operation, care, maintenance and repair of the Public Space Unit in the Waterworks Museum Condominium, including the shared community space, the exhibit hall and the Leavitt, Worthington and Allis steam engines, all as set forth in the Articles of Organization.

## 2. NAME OF CONDOMINIUM

The name of the condominium shall be “WATERWORKS MUSEUM CONDOMINIUM.”

## 3. DESCRIPTION OF BUILDING – DECLARANT’S RESERVED RIGHTS

A. The description of the Building, stating the number of stories, the number of Units and the principal materials of which they are constructed is set forth and described in Exhibit C attached hereto and made a part hereof. The location of the Building is as shown on the Site Plan. The post office address of the Building is 2450 Beacon Street, Boston, Massachusetts 02467.

The Declarant, for itself and its successors and assigns, also expressly reserves certain exclusive rights and easements to enter onto the Land and complete construction of the Common Elements and the Building, along with improvements, utility lines, walkways, driveways, wires, pipes, conduits, sewage and drainage lines to service the Building, Units, and/or other improvements constructed on the Land or the land of any other Park Condominium.

In addition to all other rights of Declarant hereunder, until the later of (i) the initial sale of the last Unit to a third party unaffiliated with Declarant or (ii) three years from the date of this Master Deed, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond any Unit sold to a third party unaffiliated with Declarant, for all lawful purposes necessary or desirable to Declarant.

The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Land for the installation and maintenance of utilities and the right to grant easements to others to use the roadways and other areas of the Land for vehicular and pedestrian traffic, or as necessary or convenient for the operation of the Park Condominiums.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant has further reserved and hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Units is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed:

- (a) the right of access, ingress, and egress over and upon the Land, the Common Elements and Limited Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant;
- (b) the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Buildings and/or Units, the Common Elements and Limited Common Elements and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television, water, air and all sewer and drainage pipes, as applicable, to serve any or all of the Buildings and/or Units, the Common Elements and Limited Common Elements;
- (c) to pass and re-pass by foot and vehicle over all driveways, roadways, accessways, Parking Areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, Parking Areas and walkway are commonly used, including the transportation of

construction materials, equipment, and personnel for the purposes of construction;

- (d) to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including without limitation any public utility or authority, easements for the installation and maintenance of utilities;
- (e) to store construction materials, equipment, and supplies in those portions of the Common Elements not subject to rights of exclusive use appurtenant to any Unit;
- (f) to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Units Owners of the Common Elements and Limited Common Elements to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction);
- (g) to leave debris resulting from construction in the Common Elements and Limited Common Elements, but only during construction periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable;
- (h) to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and services provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and sewage and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units, the Common Elements or Limited Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service;
- (i) to park vehicles used in connection with the construction work or incident thereto in Parking Areas or driveways that have not been assigned to any specific unit;
- (j) and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or Units, and the Common Elements and Limited Common Elements in connection therewith.
- (k) Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office or for purposes of facilitating sales or leasing of units, as well as the right

to park and use a construction trailer or other temporary structure and place sales and directional signage on the Land.

The rights and easements by the Declarant in this *Section 3* and in *Section 5.C* shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

Each Trustee, as well as each Unit Owner and Mortgagee, by the acceptance and recordation of a deed or mortgage to a Unit shall thereby have consented to the following:

- (i) the granting or exercise of any right or easement described in this Master Deed, without the necessity of securing any further consent or execution of any further documents by such Trustee, Unit Owner or Mortgagee;
- (ii) the appointment of the Declarant by such Unit Owner(s), Mortgagee(s) and other parties as his/her/their attorney-in-fact to execute, acknowledge and deliver: (i) any and all instruments necessary or appropriate to grant or exercise any such right or easement described in this Master Deed, and/or (ii) to effect any such right herein or otherwise reserved; and said power of attorney is deemed to be running with the land, binding upon its heirs, successors and assigns, durable, irrevocable and coupled with an interest.

Each Unit Owner and Mortgagee, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant with respect to the Land, and no such Unit Owner or Mortgagee shall object in any way to any such governmental permit, approval or zoning relief so sought. At the request of the Declarant, the Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, and/or any further proceedings with respect to the same provided Declarant shall bear any costs therefor.

The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Condominium Trust and Bylaws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Trustee, as well as each Unit Owner and Mortgagee, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Trustees, at Declarant's request, shall execute whatever confirmatory instruments Declarant deems

appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Declaration of Trust.

#### 4. DESCRIPTION OF UNITS

A. The Building contains the Units, being more particularly described as to designation, location, number of rooms, approximate area, Percentage Interest in Common Elements and immediately accessible Common Elements and Limited Common Elements in Exhibit D attached hereto and/or on the Plans recorded herewith, which are hereby incorporated herein by this reference.

B. Each Unit is shown on the Plans. The boundaries of each of the Units with respect to the floors, ceilings and walls thereof, are as follows:

- (i) Floors: the plane of the lowest surface of the subflooring for such Unit;
- (ii) Interior Walls Separating the Units from other Units or Common Elements: the center line of the wall studs of such interior wall;
- (iii) Exterior Building Walls: the center line of the wall studs of the exterior building wall;
- (iv) Ceilings: the plane of the lowest surface of the framing of the ceiling or roof above such Unit;
- (v) Exterior Windows/ Balcony Doors: the side of the glass facing the interior of the Unit; such windows and balcony doors (including trim and framing thereof) being part of the Common Elements; and
- (vi) Doors Leading From Unit To Common Elements: the exterior finished surface of such door.

C. Included as part of each Unit are: (1) interior ceilings and floor coverings; (2) air-conditioning and heating components serving only one Unit, whether located within or without the designated boundaries of such Unit; and (3) subject to the following sentence, all space, interior partitions, fixtures and improvements (including without limitation sinks, bathtubs and other plumbing facilities, refrigerators, ovens and other appliances and chutes, flues, ducts, conduits or wires serving only the Unit) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls or columns, or any other apparatus, lie partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit shall be deemed a part of that Unit; and any portions reserved for the use of and maintained at the cost of more than one Unit Owner shall be Common Elements.

D. So long as Units are owned by the Declarant, the boundaries of such Units may be changed, modified, combined or subdivided and portions of the Units may be redesignated as Common Elements solely at the discretion of the Declarant, provided the same is in accordance with Chapter 183A.

E. The Units have, as appurtenant rights: (1) the undivided Percentage Interests in the Common Elements as set forth in Exhibit D attached hereto; (2) Parking Rights as described below in **Section 4.F**; and (3) the right to use the Common Elements in common with others entitled thereto, subject to the right of each Unit Owner to a Limited Common Element Parking Space as described below in **Section 4.F**; and (4) the appurtenant rights provided in the Cross Easement and Use Agreement.

F. The Unit Owners and lawful occupants in the Condominium, and their invitees shall have a common easement to travel across and through the driveways and the Parking Areas. A guest, licensee, contractor or agent of a Unit Owner shall have the right to use any Parking Spaces (other than Limited Common Element Parking Spaces) which are available from time to time on a first come, first serve and undesignated basis. Each Unit Owner shall have the exclusive use of its Limited Common Element Parking Space. Each Unit Owner's right to use its Limited Common Element Parking Space shall be appurtenant to the Unit and not personal to the Unit Owner, and shall follow the Unit in any subsequent conveyance. Under no circumstances shall any Unit Owner have the right to sell, transfer, lease or otherwise convey any such Parking Rights separate from any conveyance of its Unit Deed. Notwithstanding anything to the contrary herein contained, the Owner of the Public Space Unit and its tenants, and their guests, licensees, contractors, agents or a member of the general public shall have the right to use up to thirty (30) parking spaces as a Limited Common Element subject to the terms and conditions of the LDA and the By-laws.

Parking Areas may not be used for any purpose except for the parking of passenger vehicles, which term shall include, but not be limited to, 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. Storage of personal property shall not be permitted in the Parking Spaces. Boats, trailers, unregistered vehicles, recreational vehicles, or inoperable vehicles shall not be stored or placed in the Parking Areas without the prior written consent of the Trustees. The Trustees shall have the right to have removed, at the Unit Owner's sole cost and expense, any items not permitted to be placed or stored in the Parking Spaces. Each Unit Owner shall bear all risks, including theft and vandalism, with respect to the use of the Parking Areas and any vehicle parked in the Parking Areas, and shall carry appropriate insurance (including liability insurance) with respect to the use of the Parking Areas. All vehicles in any Parking Area shall be lawfully registered and fully operable at all times, and shall not be leaking any fluids, nor shall they generate any excessive noise, exhaust, or fumes. Except for the gross negligence or willful act of the Declarant, the Trustees or their respective agents and employees, each Unit Owner shall hereby be deemed to have released the Declarant and the Trustees from any liability in connection with the use of the Parking Areas, including, without limitation, in connection with the parking of a vehicle in any Parking Area. No work shall be performed on any vehicles in any Parking Areas.

## 5. COMMON ELEMENTS

### A. General Common Elements.

As of the date of this Master Deed, the Common Elements include the following:

- (i) The Land, the air space around the Building, the rights of the Declarant, if any, in the street or sidewalk areas bordering such Land, together with the benefit of and subject to all rights and easements created by this Master Deed and all matters of record;
- (ii) The landscaping, roads, sidewalks, lighting fixtures and equipment, planters, benches, trash receptacles and other improvements located on the Land, excluding the Units;
- (iii) The Parking Areas, subject to the rights of the Declarant and the Unit Owners in and to the Parking Spaces as set forth in *Section 4.F* hereof;
- (iv) The foundation, footings, columns, girders, beams and supports, and the roof of the Building, exterior cladding, all structural or load-bearing interior walls, all exterior windows and doors, and those portions of the floors, exterior and interior Building walls and ceilings that are not included within the boundaries of any Unit as described in *Section 4*;
- (v) All fire stairwells and corridors leading to and from such stairs to the exterior of the Building and the sprinkler systems, fire alarm systems, other life safety systems, if any, and control panels and corridors leading thereto;
- (vi) Such telephone and data transmission equipment, conduit, cabling, antennas, transmitters and related devices which may serve the Units and which are not owned by any Unit Owner, and the space or room in which such equipment is housed, as shall be determined by the Trustees from time to time;
- (vii) The master television system, satellite dish(es) and other facilities related thereto, as shall be determined by the Trustees from time to time, if any;
- (viii) INTENTIONALLY OMITTED;
- (ix) Such bicycle racks which may be located in the designated exterior areas of the Condominium as determined by the Trustees from time to time;
- (x) The mechanical rooms located in the basement of the Building;
- (xi) The common halls, corridors, elevators and corresponding elevator shafts, and the entrances and exits serving the Building as designated on the Plans;
- (xii) All conduits, pipes, plumbing, wires, ductwork, feeders, equipment, fixtures, machinery, furnishings, installations and other facilities for the furnishing of utilities or services to more than one Unit, excluding however, any of the foregoing which are included as part of a Unit;

- (xiii) All other installations which are used by more than one Unit;
- (xiv) All trash dumpsters as may be located at designated areas as determined by the Trustees from time to time; and
- (xv) All other elements, features and portions of the Condominium designated as Common Elements on the Plans.

Except as otherwise specifically set forth in this Master Deed, Declaration of Trust, or Park Board Declaration of Trust, the Common Elements shall be maintained, operated, repaired and replaced as necessary by the Trustees and all costs and expenses thereof shall be assessed among the Unit Owners under the terms of the Declaration of Trust in accordance with each Unit Owner's Percentage Interest.

**B. Limited Common Elements.**

- (i) Parking Spaces for the Residential Units as described in *Section 4.F*.
- (ii) Thirty (30) Parking Spaces for the Public Space Unit.

Except as otherwise specifically set forth in this Master Deed, the Declaration of Trust or the Park Board Declaration of Trust, the Limited Common Elements shall be maintained, operated, repaired and replaced as necessary by the Trustees and all costs and expenses thereof shall be assessed among the Unit Owners under the terms of the Declaration of Trust in accordance with each Unit Owner's Percentage Interest.

**C. General Provisions.**

(1) Determination of Percentage Interests. Each Unit in the Condominium shall be entitled to the Percentage Interest determined upon the basis of the approximate relation that the fair value of each Unit on the date hereof bears to the aggregate fair value of all Units.

(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 herein or in the Declaration of Trust.

(3) Easements to Use Common Elements. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all Common Elements, wherever located (including, without limitation, Common Elements located within other Units, if any), which serve such owner's Unit, provided each Unit Owner shall exercise the foregoing rights in such a manner as not to interfere unreasonably with the use of other Units for their permitted purposes and subject to any exclusive rights to use Limited Common Elements or use of one or more Parking Spaces appurtenant to a Unit as set forth in *Section 4.F*. Such easements shall be subject to the rights of the Trustees to adopt Rules and Regulations governing the use of the Common Elements.

(4) Rights in Common Elements Subject to Master Deed, Etc. 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 other portions of 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 set forth in Exhibit A hereto, including, without implied limitation, the Cross Easement and Use Agreement, the LDA, the Activity and Use Limitation and the Conservation and Preservation Restrictions.

(5) Rights of Access of the Trustees. The Trustees and any agent of the foregoing 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" [i.e., a condition requiring repair or replacement immediately necessary for the preservation of any portion of the Condominium, or for the safety of the occupants of the Condominium or other persons, or to avoid the suspension of any necessary service to any portion of the Condominium]) to each Unit for purposes of operating, inspecting, protecting, maintaining, cleaning, repairing and replacing any Common Elements and correcting, terminating and 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 or the Rules and Regulations or any Legal Requirements; and the Trustees may for such purpose maintain a master key system and/or require each Unit Owner to deposit a key to its Unit with the Trustees. No Unit Owner may replace the lock on his/her Unit with a lock that does not conform to the master key system, if any. Any such replacement lock must be installed at the Unit Owner's sole cost and expense, by a contractor approved by the Trustees.

(6) 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 any building, (b) any alteration, repair or restoration of the Common Elements made by or with the consent (when and as required by 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.

(7) Additional Easements. Notwithstanding anything contained in this Master Deed, the Declaration of Trust or the Rules and Regulations, including but not limited to **Section 7.J** hereof, 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 (including, without limitation, for cellular phone service and satellite dishes), ventilation or other easements, licenses or agreements, whether for utilities or otherwise, as the Declarant or the Trustees, as the case may be, shall deem necessary or desirable, provided that such additional utilities or the rights granted pursuant to such agreements 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. Any utility company or agency and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, license or agreement provided that 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.

(8) Security. The Trustees may, but shall not be obligated to, maintain or support certain activities within any building 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, the Trustees nor any successor Declarant shall be considered insurers or guarantors of security within any building, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or the effectiveness of security measures undertaken.

(9) Easements to Facilitate Sales of the Units. For so long as the Declarant owns any Unit, the Condominium shall be subject to the following easement in favor of the Declarant. The Declarant reserves the right to use the Common Elements and any Unit (or portion thereof) owned by the Declarant as models, management offices or sales offices, and to relocate the same from time to time. The Declarant further reserves the right to maintain within the Common Elements such advertising signs as may comply with Legal Requirements to facilitate the sales of Units.

(10) Easements for Declarant. In addition to all other rights of Declarant hereunder, the Declarant, for itself and its Assigns, and employees, contractors, agents, or other authorized persons or parties, hereby reserves the additional right, for a period not to exceed six (6) years from the date hereof, of access, ingress and egress over and upon the Common Elements as may be necessary to facilitate completion of construction of the Building and any other building comprising one of the Park Condominiums, and related appurtenances related thereto and the marketing and sale of Units therein. Such right shall include the right to store construction materials, equipment and supplies on the Land and to use and operate machine tools on the Land and in the Building. The Declarant shall also have the right, by deed or assignment duly recorded in the Registry (subject to the requirements for approval, if any, of any Listed Mortgagee, as applicable), to assign or grant any and all of its rights and reserved rights in this Master Deed and in the Declaration of Trust (all of which rights and reserved rights of the Declarant as specified in the Declaration of Trust are incorporated herein by this reference), to any person, trust or entity as may be determined by Declarant, and such person, trust or entity being granted such rights by Declarant by deed or other instrument of grant, is herein included in the term "Assigns".

## 6. PLANS

The (a) Site Plan and (b) the Floor Plans of the Condominium, each bearing the verified statement of a registered architect, engineer or land surveyor certifying that the Plans fully and accurately depict the same, as built, are recorded herewith. In the event of a conflict between the Plans and the terms and provisions of **Section 4** hereof (Description of Units), the terms and provisions of **Section 4** shall control, and in the event of a conflict between the Plans and the terms and provisions of **Section 5** (Common Elements) the terms and provisions of **Section 5** shall control.

## 7. USE OF UNITS AND COMMON ELEMENTS

A. Residential Units. The Residential Units are to be used only for residential purposes by the Unit Owner(s) thereof and members of the Unit Owners' household unit with no more than two (2) unrelated persons per bedroom, and their domestic employees and temporary nonpaying guests; provided, however, that the Residential Unit may also be used as an office (i) only if such office is accessory to such residential use of such Unit, (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. There shall be no signs allowed in connection with such office use. Other than as permitted in the foregoing provision, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted within the Residential Units except as expressly permitted by this Master Deed, nor shall any "For Sale", "For Rent" or "For Lease" signs or other displays or advertising be maintained or permitted in any Residential Unit, nor shall any Residential Unit be used or rented for transient purposes. The right is reserved for the Declarant, the Trustees and the Condominium Managing Agent to place availability signs on any unsold or unoccupied Units.

B. Public Space Unit. The Public Space Unit is to be used for an exhibit hall for the Leavitt, Worthington and Allis steam engines and shared conference or community meeting space, and may include a cafe use and any other lawful use that is consistent with the terms and provisions of this Master Deed and the Declaration of Trust, the LDA, the MHC MOA, the Community Access Plan and the Article 80 Submissions (as such terms are defined in the LDA). In the event that a café is operated in the Public Space Unit, the Unit Owner of the Public Space Unit shall have the right to use the patio area abutting the Public Space Unit as an outdoor seating area during the months of May, June, July, August and September, subject to such reasonable Rules and Regulations governing such use which may be from time to time adopted by the Trustees.

C. Rental of Residential Unit. It is the intent of this Master Deed that the Residential Units shall be owner-occupied, and that any owner-occupant requirements of the LDA be strictly enforced. Therefore, the leasing of the Residential Unit to others as a regular practice for business, speculative, investment or other similar purpose shall not be permitted. To meet special situations and to avoid undue hardship in particular instances, the Trustees may grant permission to a Residential Unit Owner to lease the Unit Owner's Residential Unit to a specified lessee for a period of not less than twelve consecutive months and not more than eighteen consecutive months. The Residential Unit may be rented or leased only on the conditions set forth herein. All rentals or leases of Units (whether initial leases or renewals) shall be subject to the provisions of this Master Deed, the Declaration of Trust and Rules and Regulations, and the lease or rental agreement shall be subject to the prior review and written approval of the Trustees and the requirements for approval, if any, of any Listed Mortgagee, as applicable. All tenants, occupants and licensees of the Residential Unit shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust and Rules and Regulations. The Trustees shall have the right, upon any failure of a Residential Unit Owner or tenant to observe and comply with the terms and conditions of this **Section 7**, to levy fines against such Residential Unit Owner, and such fines shall be deemed to be Common Charges and may be enforced and collected as such against such Residential Unit Owner as set forth in the Declaration of Trust.

D. Compliance with Declaration of Trust. None of the Units, Common Elements, or any portion of the foregoing, shall be used or maintained in a manner inconsistent with this Master Deed, the Declaration of Trust and the Rules and Regulations from time to time amended and pursuant thereto.

E. Rights of Declarant. Notwithstanding the foregoing, until the Declarant or a successor declarant has sold and conveyed all of the Units, the Declarant or its successors may, notwithstanding the provisions of **Section 7.B** hereof, rent, lease or license Units, furnished or unfurnished, for any term.

F. Pets in Residential Unit. The keeping of up to two (2) domestic pets (defined as dogs, cats, fish or birds) in a Residential Unit shall be permitted, subject to the Rules and Regulations from time to time amended and adopted with respect thereto. Other than the foregoing, no other animals and no reptiles shall be permitted in the Condominium. Any domestic pets permitted hereunder shall be subject to the following conditions: such domestic pets may not be kept or maintained for commercial purposes or for breeding; and any such domestic pets causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium upon ten (10) days' written notice from the Trustees. All pets shall be registered with the Trustees, including a photograph thereof. Any Residential Unit Owner who is authorized hereunder to keep or maintain any pet shall indemnify and hold the Condominium Trust, the Trustees, the Condominium Managing Agent, the other Unit Owners and the Declarant free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Condominium. All pets permitted hereunder shall be licensed and inoculated as required by law. No pets shall be permitted in any part of the Condominium (other than within the Residential Unit of the owner thereof) unless carried or on a leash not exceeding three (3) feet in length. Owners of pets must immediately and adequately clean up their pet's droppings in all areas of the Land, including, without limitation, the sidewalks. If any pet has offspring while living in a unit, the offspring must be permanently removed from the premises within (5) five days. The Condominium Trust may establish such other rules and regulations concerning pets as it deems necessary or appropriate from time to time.

G. Compliance With Legal Requirements. No Unit or other portion of the Condominium shall be used for any purpose prohibited by any Legal Requirements. Compliance with all Legal Requirements shall be accomplished by and at the sole cost and expense of the Unit Owners. Each Unit Owner shall give prompt notice to the Trustees of any written notice it receives of any violation of any Legal Requirements affecting its Unit or the Condominium.

H. Nuisance Uses/Noises. 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, 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 the Rules and Regulations. No gasoline or other explosive or inflammable (other than ordinary household cleaning supplies in customary quantities) material may be kept in any Unit or in any of the Common Elements of the Condominium. For the purpose of this **Section 7.G**, the Trustees' decision as to what constitutes a nuisance shall be binding on the Unit Owners. No Unit Owner shall create or permit any nuisance in the Building or the Land or do or permit anything which

will interfere with the rights, comforts or convenience of others. The volume of any radio, television, musical instrument or other sound-producing device shall be sufficiently reduced at all times so as not to disturb other occupants. Despite such reduced volume, no such sound-producing devices shall be operated between the hours of 10:00 p.m. and the following 8:00 a.m. if such operation shall disturb or annoy other occupants. Notwithstanding the foregoing, the Public Space Unit may be used in conformity with applicable Legal Requirements to satisfy the requirements of the LDA.

I. Construction Activities. No construction or repair work or other installations involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) between the hours of 7:30 a.m. and 6:00 p.m., unless necessitated by emergency. All construction and repair work requiring deliveries of materials or equipment and/or disposal of trash or debris shall be scheduled at least 48 hours in advance with the Condominium Managing Agent. Each Unit Owner shall be responsible for ensuring that its contractors abide by any rules pertaining to the Condominium and any instructions of the Condominium Managing Agent related to such contractor's presence in the Condominium. Each Unit Owner shall be responsible for any damage to the Common Elements or other Units attributable to such Unit Owner's construction or repair work. Prior to the commencement of such construction or repair work, each Unit Owner must provide the Trustees with evidence of such insurance as the Trustees may require pursuant to the provisions of this Master Deed and the Declaration of Trust. All construction or repair work shall be carried out in accordance with the provisions of this Master Deed and the Declaration of Trust.

J. Unit and Building Systems and Fixtures. Nothing shall be done in any Unit or in the Common Elements which is contrary to or conflicts with the Conservation and Preservation Restrictions. Nothing shall be done in any Unit or in the Common Elements which may impair the structural integrity of any building or the mechanical, electrical or plumbing systems, or which may structurally change any building, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Trustees. The toilets and other water and sewer apparatus whether located in a Unit or in any other portion of the Condominium shall be used only for the purposes for which they were designed. The cost of repairing any damage resulting from the misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

K. Condition and Appearance of Units and Common Elements. Each Unit Owner shall keep its Unit in a good state of preservation, repair and cleanliness and shall maintain the exterior of the Unit, including, but not limited to, the windows, balcony doors and doors, in an aesthetically pleasing manner (as determined in the sole but reasonable discretion of the Trustees) and in compliance with the Conservation and Preservation Restrictions. Nothing shall be placed, hung, displayed or exposed on the exterior of a Unit or the Common Elements, whether through or upon the windows, balcony doors, doors or masonry of such Unit, nor shall anything be swept or thrown therefrom. The prohibition herein includes, without limitation, placing, hanging, displaying or exposing laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, satellite dish receivers, bicycles or any other items. Except where permitted under *Section 5.C(7)* hereof, under no circumstances shall any exhaust fan, air conditioning apparatus, television, satellite or cable television dishes or any communications dishes or radio antennas or satellite dish receivers or other items be installed by a Unit Owner

beyond the boundaries of the Unit, except upon the prior written consent of the Trustees and the issuance of any approval which may be required under the Conservation and Preservation Restrictions. No clothesline, clothes rack or any other device may be used to hang any items on any window or balcony door, nor may such device be used anywhere on the Common Elements. Notwithstanding the foregoing, the Public Space Unit may use in conformity with applicable Legal Requirements such signage as is convenient or necessary to further the purposes set forth in the LDA for the use of the Public Space Unit and as is consistent with the first class character of the Building.

L. Window Treatments. All draperies, as well as any other window treatments and hanging material, must be fire-resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be installed closer than 1" to heating units. All draperies, window coverings and window treatments visible from the exterior of any building shall be lined with an off-white material or shall be off-white in appearance when viewed from the exterior of any building. No signs, posters, artwork or articles of any kind shall be hung inside the windows or balcony doors in a manner as to be visible from the exterior of any building.

M. Appliances, Electronics and Furniture. The installation of additional major appliances in any Residential Unit is prohibited. Such prohibited appliances include, but are not limited to, additional washing machines, dryers, refrigerators, freezers, and dishwashers. Replacement of existing major appliances with appliances that have different specifications than that being replaced is permitted only with the prior written approval of the Trustees. Any major appliances installed in any Unit must meet specifications approved by the Trustees. All radio, television, computer or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authority having jurisdiction over such equipment, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, computer or other electrical equipment in such Unit. No water beds, fireplaces (other than an electric fireplace) or wood stoves shall be permitted in any Unit.

N. Benefit of Restrictions, Enforcement. The foregoing restrictions on the permitted uses of Units and Common Elements 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 **Section 7**, except such as occur during such Unit Owner's time of ownership. Notwithstanding the foregoing, the Conservation and Preservation Restrictions shall be enforceable as provided for in the Declarant's Deed.

O. Reference to Unit Owner. Whenever in this **Section 7**, reference is made to "Unit Owner," such term shall apply to the Unit Owner and to such Unit Owner's permitted tenants whether or not in residence; and such Unit Owner's (or such permitted tenant's) family, employees, agents, visitors, guests, invitees or licensees. The Unit Owner is responsible for any violation of the provisions of this **Section 7** by any such person or persons.

## 8. ALTERATION AND COMBINATION OF UNITS

A. Subject to the provisions set forth below, the Unit Owners, at their sole cost and expense, shall have the right within their respective Units to make alterations, additions, improvements and other repairs to the interior, non-structural portions of their Units (excluding the creation of any attic or subterranean space), provided that such alterations, additions, improvements and repairs do not adversely affect the Common Elements or any other Unit. All such alterations, additions, improvements and repairs (i) must be completed in compliance with all Legal Requirements and the Declaration of Trust, and (ii) shall require the prior written consent of the Trustees in the event the cost thereof exceeds \$2,500.00. The Unit Owners shall not make any structural modifications or any alterations to the mechanical, electrical or plumbing systems of any building without the prior written consent of the Trustees.

B. The architectural character of the Building shall be preserved without modification and to that end, no canopy, awning, antenna, sign, flagpole, banner, decal or other decoration shall be placed upon or attached to any Residential Unit (including the interior surface of any exterior window or balcony door of a Residential Unit) so as to be visible from the exterior of any building, and no modifications shall be made to the exterior of the Building without first obtaining the prior written consent of the Trustees and any approval which may be required under the Conservation and Preservation Restrictions. As provided in Section 7.K, the Public Space Unit may use in conformity with applicable Legal Requirements such signage as is convenient or necessary to further the purposes set forth in the LDA for the use of the Public Space Unit and as is consistent with the first class character of the Building.

C. Until the last of the Units is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed, in the event that at any time or from time to time two (2) or more contiguously located Units on the same floor are in common ownership and the owner of such Units desires to cut an opening, or openings between such Units in order to physically connect such Units, the following procedure shall apply:

- (i) The Unit Owner seeking to combine contiguous Units shall send written notice to all of the Unit Owners and to the Trustees of his or her intention to so physically connect such Units and such notice shall be accompanied by i) a plan drawn by an architect registered in Massachusetts showing the work which the Unit Owner proposes to perform; ii) a written certification by such registered architect to the Trustees that such work will not impair the structural integrity or mechanical systems of any building; and iii) a written agreement under which the Unit Owner obligates himself or herself to the other Unit Owners and to the Trustees to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing appropriate materials, and that all such work shall be done during normal working hours under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of any building or mechanical systems nor interfere with the utilities of the Condominium, and that all bills for labor, services and materials will be promptly paid by the Unit Owner undertaking to

combine contiguous Units, and that the Unit Owner will indemnify the other Unit Owners and the Trustees against any damages to any buildings or Units or liens for labor, services or materials in connection with such work, and that the Unit Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect, attorney or other advisor which the Trustees may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to engage an architect to so advise them.);

- (ii) No such work shall commence unless and until the Trustees (i) shall have consented thereto in writing, which consent shall not be unreasonably withheld or delayed, and (ii) have received a copy of the building permit for such work. It shall not be unreasonable for the Trustees to withhold their consent for the reason that such work would impair the structural integrity of the building or mechanical systems, or otherwise violate the provisions of this Master Deed. Following such consent, the Unit Owner desiring to combine contiguous Units shall (i) begin to undertake the approved work within thirty (30) days of receipt of the Trustees' consent; (ii) notify the Trustees in writing when the work is commenced; and (iii) complete the work at the time set forth in the Trustees' consent, all in accordance with such written agreement and plans and with this Section of this Master Deed;
- (iii) Immediately following completion of the work, the Unit Owner shall notify the Trustees in writing that the work has been completed in all respects and that all bills for labor, services and materials in connection therewith have been paid in full, which notice shall be accompanied by a final Certificate of Occupancy issued by the City of Boston for such combined Units. Such notice shall be accompanied by a written certification by such architect to the Trustees that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity or mechanical or other systems of any building. During such time as the Units are physically connected, the Unit Owner of the combined Units and his or her successors in title to such Units shall have an easement for himself or herself and those lawfully occupying such Units, to pass and repass through the Common Elements which separated such Units from each other prior to the work which is the subject of this Section of this Master Deed. In the event that at any time or from time to time, two (2) or more Units in common ownership have been combined as set forth in this Section, the then Unit Owner of such combined Units shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units by following the procedure set forth in this Section of this Master Deed, and in such event or events the reference to the "work" shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition which existed immediately prior to the physical connection of such Units, so that such

Units are no longer physically connected. Except with the prior written consent of the Trustees, such Units which are being separated after having been physically connected must be returned to their original configuration that existed prior to being combined. Any owner of a combined Unit who wishes to divide the Unit into its original state shall follow the same process as that described for combining said Units. Thereafter, the Units which were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his or her Unit Deed, shall be deemed to have expressly assented to the provisions of this **Section 8** of this Master Deed;

- (iv) No combination 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 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 D setting forth the new Percentage Interest of the Unit, and (iv) a description of any changes to the Common Elements resulting from such combination. The costs and expenses of recording and preparing the foregoing amendment (including attorneys' fees of such Unit Owner(s) and the Trustees) shall be borne by the Unit Owner(s) undertaking the combination;
- (v) In connection with such combination, the Trustees, in their reasonable discretion, may grant the Unit Owner a license to relocate or incorporate Common Elements within the combined Units, 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;
- (vi) Any combination of Units shall not result in any increase or decrease to the Percentage Interest of any Unit Owner or otherwise affect the obligations of any other Unit Owner, other than the Unit Owner(s) undertaking such combination. In the case of any combination of Units, the Percentage Interests of the resulting Unit shall equal the total Percentage Interests of the Units so combined;
- (vii) Any Unit Owner(s) undertaking construction in its Unit, whether in connection with the exercise of its rights under this **Section 8** or otherwise, shall maintain additional insurance in full force and effect throughout the construction period, as may be 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 at least the same in quality as the original construction materials incorporated into the Condominium, (ii) no construction, reconstruction, or renovation shall be undertaken that will affect or endanger the structure of any building or the mechanical, electrical or plumbing systems of the Condominium without the prior written approval of the Trustees, (iii) all construction activities shall conform to the Rules and Regulations concerning use of dumpsters, elevators and work hours, and (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. Any Unit Owner performing such work shall be responsible for any damage to other Units or any Common Elements caused by or attributable to such work.

## 9. AMENDMENTS TO MASTER DEED

A. Except as otherwise provided in this Master Deed (including, without limitation, **Section 3, Section 4.D, Section 8, Section 9.B** and **Section 9(v)** below), this Master Deed may be amended only by (a) the affirmative vote of Unit Owners holding at least sixty-seven percent (67%) of the total Percentage Interests in the Condominium, (b) the vote of a majority of the Trustees, and (c) the assent of not less than fifty-one percent (51%) of the Listed Mortgagees (based upon one vote for each Unit subject to a mortgage). 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, the Listed Mortgagees, and the Trustees, is duly recorded with the Registry, provided, however, that:

- (i) 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;
- (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been signed by the Unit Owner(s) whose Unit(s) or right(s) is so affected;
- (iii) No instrument of amendment that alters the Percentage Interest of any Unit Owner in the Common Elements 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;
- (iv) No instrument of amendment affecting any Unit in a manner that impairs the security 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);

- (v) Nothing in this **Section 9** 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 Listed 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 or all of the Plans; (b) complying with the requirements of Fannie Mae, or any other governmental agency or any other 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) enabling Declarant to exercise any of its rights reserved herein, (d) making technical and other appropriate non-material changes to this Master Deed as the Declarant deems necessary to effectuate the development of the Condominium or any building, or (e) bringing this Master Deed into compliance with Chapter 183A, 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;
- (vi) No instrument of amendment which 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 Units to be affected by such change;
- (vii) No instrument of amendment which 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;
- (viii) No instrument of amendment which affects the Declarant's rights under **Sections 3, 4.D or 5.C(9) and (10)** shall be effective, unless in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns;
- (ix) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force and effect; and
- (x) No instrument of amendment which alters this Master Deed in any manner that would render it contrary to any requirements or provisions of the Declarant's Deed or the LDA that are applicable to the Condominium shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by DCAM.

B. Notwithstanding anything in this Master Deed to the contrary, it shall be an additional requirement that any amendment to this Master Deed which would have a direct impact on the ability of the Park Board to administer the Cross Easement and Use Agreement and the Trust Contribution shall require a majority vote of the Park Board Trustees.

#### 10. ORGANIZATION OF UNIT OWNERS

A. The Condominium Trust has been formed and the Rules and Regulations have been enacted, both of which are dated of even date herewith and recorded with the Registry herewith. The name of the Condominium Trust is "Waterworks Museum Condominium Trust", and its mailing address is 536 Granite Street, Braintree, Massachusetts 02184.

B. The original and present Trustees of the Condominium Trust are as follows: Guy Corricelli, Doreen Bushasia, and Catherine A. Hult.

C. The original Trustees shall serve until their successors are elected pursuant to the provisions of the Declaration of Trust.

D. Each Unit Owner in the Condominium shall, by virtue of acceptance of title to a Unit in the Condominium, be deemed to have granted to and conferred upon the Trustees a power of attorney to act for and in the name and stead of such Unit Owner insofar as necessary and appropriate to the exercise by the Trustees of the powers conferred upon them in and by this Master Deed and the Declaration of Trust.

E. As set forth in the Declaration of Trust, and in the Park Board Declaration of Trust, certain of the Trustees shall also be Park Board Trustees, charged with administering the terms of the Cross Easement and Use Agreement, the coordination and delivery of, and payment for, the shared services thereunder among the Park Condominiums, and collecting and paying the Trust Contribution, subject to the rights and limitations in, or referenced in, the condominium documents of such respective Park Condominium. Each Unit Owner, by such Unit Owner's acceptance and recording of a deed to a Unit in the Condominium, does hereby appoint the Park Board Trustees as its agent solely for the purposes of receiving and accepting notices and other communications to be given by DCAM, the Department of Conservation and Recreation, MWRA and MHC to the Unit Owners under the LDA and the Declarant's Deed.

#### 11. 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 seventy-five percent (75%) of the total Percentage Interests in the Condominium. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Trustees, 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 Percentage Interests in

the Common Elements; 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.

## 12. PROTECTION OF MORTGAGEES

Except with respect to those rights expressly reserved to the Declarant hereunder, the following provisions of this *Section 12* shall apply notwithstanding any other provisions of this Master Deed, the Declaration of Trust or the Rules and Regulations thereof to the contrary, and shall be in addition to any other mortgagee protections contained herein or in the foregoing instruments or contained in Chapter 183A.

A. Except as provided by Chapter 183A, in case of condemnation or substantial loss to the Residential Units and/or the Common Elements of the Condominium, unless at least sixty-seven percent (67%) of the Listed Mortgagees (based upon one vote for each Residential Unit subject to a mortgage and representing at least sixty-seven percent (67%) in Percentage Interest of the mortgaged Residential Units in the Condominium) have given their prior written approval, neither the Residential Unit Owners nor the Trustees by amendment to this Master Deed or otherwise, shall:

- (i) by act or omission, seek to abandon or terminate the Condominium;
- (ii) change the pro-rata interest or obligations of any individual Residential Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Residential Unit in the Common Elements;
- (iii) partition or subdivide any Residential Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided, however, that the granting of easements for utilities or for other purposes consistent with the intended use of the Common Elements as set forth herein shall not be deemed an action for which prior approval of a mortgagee shall be required under this subsection;
- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Residential Units or to Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium.

B. Except as may be otherwise provided by applicable law, any Listed Mortgagee who obtains title to a Residential Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Residential Unit's unpaid Common Charges which accrued prior to the acquisition of title to such Residential Unit by such Listed Mortgagee.

C. Except as may be otherwise provided by applicable law, in no case shall any provision of this Master Deed give a Residential Unit Owner or any other party priority over any

rights of any Listed Mortgagee of the Residential Unit pursuant to its mortgage in the case of a distribution to such Residential Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Residential Unit and/or the Common Elements of the Condominium.

D. Unless otherwise required by applicable law, any Listed Mortgagee, upon written request to the Trustees, which such request shall include such Listed Mortgagee's name and address and the Residential Unit against which the mortgage in question has been placed, will be entitled to:

- (i) timely written notification of any condemnation or casualty loss that affects either a material portion of the Condominium or the Residential Unit on which it holds the mortgage;
- (ii) timely written notification of any 60-day delinquency in the payment of assessments or charges owed by the owner of the Residential Unit on which it holds the mortgage;
- (iii) timely written notification of a lapse, cancellation or material modification of any insurance policy or fidelity insurance coverage maintained by the Trustees;
- (iv) timely written notification of any proposed action that requires the consent of a specified percentage of Listed Mortgagees;
- (v) inspect the Trustees' books and records during normal business hours or as otherwise specified in Chapter 183A, upon at least 48 hours' notice;
- (vi) receive an audited annual financial statement of the Condominium expenses within one hundred twenty (120) days following the end of the Condominium Trust's fiscal year; and
- (vii) timely written notice of all meetings of the Trustees, and to be permitted to designate a representative to attend all such meetings.

E. Unless Unit Owners representing at least sixty-seven percent (67%) of the percentage interest in the Common Elements, and at least fifty-one percent (51%) (based upon one vote for each Residential Unit subject to a mortgage) of the Listed Mortgagees, have given their prior approval, and the Declarant has expressly assented thereto and until such time as Declarant has fully completed the four (4) Residential Units, no amendment shall be adopted which would make any material change to this Master Deed or the Declaration of Trust. A change with respect to any of the following matters is hereby deemed to be material:

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;

- (iii) reductions in reserves for maintenance, repair and replacement of Common Elements;
- (iv) responsibility for maintenance and repair of the Condominium;
- (v) reallocation of interests in the Common Elements, or rights to their use;
- (vi) boundaries of any Residential Unit;
- (vii) convertibility of Residential Units into Common Elements or of Common Elements into Residential Units;
- (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium except as provided in this Master Deed;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Residential Units, other than as set forth in this Master Deed or the Declaration of Trust;
- (xi) imposition of any right of first refusal or similar restriction on the right of a Residential Unit Owner to sell, transfer or otherwise convey his or her Residential Unit, other than as set forth in this Master Deed or the Declaration of Trust;
- (xii) a decision by the Trustees to establish self management when professional management had been required previously by the Declaration of Trust or this Master Deed or by a Listed Mortgagee;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than as specified in this Master Deed;
- (xiv) any action to terminate the Condominium after substantial destruction or condemnation occurs; and
- (xv) any provisions hereof that expressly benefit Listed Mortgagees.

Any Listed Mortgagee that does not deliver to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this subsection (B), provided such written request is delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to the addition or change set forth in such request. An affidavit by a majority of the Trustees making reference to this Section, when recorded with the Registry, shall be conclusive against all persons as to the facts set forth therein.

Nothing in this *Section 12.E* shall be deemed to derogate from any rights of the Declarant in this Master Deed, including, without limitation, those set forth in *Section 9*.

F. Any lien for Common Charges or other charges becoming due and payable on or after the date of filing of a first mortgage on any Residential Unit shall have priority with respect to said mortgage as provided by Chapter 183A. A lien for Common Charges or other assessments shall not be affected by any sale or transfer of a Residential Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage, or deed in lieu of foreclosure, to the holder of a first mortgage, shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer, except as otherwise provided by Chapter 183A. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Residential Unit from liability for, nor the Residential Unit from the lien of, any assessment made thereafter.

G. An account to contain working capital funds shall be established by the Declarant. Each Residential Unit's initial share of the working capital funds shall be equal to at least two (2) months' estimated Common Charges for each Residential Unit, and must be paid by the Residential Unit Owner to the Trustees at the time of closing of the sale of a Residential Unit to such Residential Unit Owner. Said fund shall be maintained in a segregated account for the use and the benefit of the Trustees. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to ensure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. The working capital fund established pursuant to this Section cannot be used to defray the expenses, reserve contributions or construction costs which are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits.

H. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

I. Nothing in this Master Deed shall be construed to impair the right of each Residential Unit Owner to unrestricted ingress and egress to its Residential Unit, which right shall be perpetual and shall run with the Land as an appurtenant right to each Residential Unit.

J. Any person taking title to a Residential Unit through a foreclosure sale duly conducted by a Listed Mortgagee or by a deed in lieu of foreclosure shall be exempt from any right of first refusal adopted by the Residential Unit Owners and incorporated in this Master Deed.

The Declarant intends that the provisions of this *Section 12* and all other provisions of this Master Deed, comply with the requirements of Fannie Mae and with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of Fannie Mae, other sections of this Master Deed, Chapter 183A with respect to any action or non-action to be taken or omitted

by the Residential Unit Owners or the Trustees, or with respect to any other matter, the greater percentage requirement shall control. The provisions of this *Section 12* may not be amended without the prior written approval of a majority of the Trustees, Listed Mortgagees representing at least sixty-seven percent (67%) (based upon one vote for each Residential Unit subject to a mortgage), and Residential Unit Owners representing at least sixty-seven percent (67%) of the Percentage Interest in the Common Elements.

13. PARTICULAR RESTRICTIONS

A. In addition to all of the provisions of this Master Deed which constitute or reference restrictions on the use of the Land and the Condominium, the Land and the Condominium are subject to the terms, provisions and restrictions set forth in the Declarant's Deed and the LDA, including, without limitation, the following:

1. Perpetual Surviving Covenants. The Land and the Building and other property included in the other Park Condominiums (collectively, the "Property") are subject to the following restrictions imposed by the Commonwealth in Section 8(A) 2 of the LDA:

(a) The Property shall be constructed, used and operated solely for the purposes defined in the LDA, as the same may be modified in accordance with the terms of the LDA, and in accordance with the Declarant's Deed.

(b) The Public Space Unit shall be dedicated to public exhibit hall use and community use in perpetuity. The Leavitt, Worthington and Allis steam engines shall not be moved or altered without the approval of MHC.

(c) The Waterworks Preservation Trust shall be funded by owners of the Property from time to time to provide for the perpetual operation, care, maintenance and repair of the Public Space Unit, including without limitation, the Public Space Unit's percentage share of the common area expenses for the Condominium, and also including, without limitation, the Leavitt, Worthington and Allis steam engines.

(d) Reasonable rights of public access in accordance with the Declarant's Deed, the LDA and the Community Access Plan shall be provided to the Property as follows:

- 1) To the exhibit hall in the Public Space Unit for no charge not less than 25 hours per week, five (5) days per week, at least five (5) hours to be on the weekend, or such other hours as may be approved by DCAM.
- 2) To the shared community space in the Public Space Unit, for nominal charges only, by appointment between the hours of 8:00 a.m. and 9:00 p.m. five (5) days per week.
- 3) To the public areas of the Property in front of the buildings, excluding any courtyard, steps, entryways, porticos and designated parking spaces, except to the extent access to such courtyard, steps,

entryways, porticos or parking spaces is necessary for public access to the Public Space Unit in the Condominium.

- 4) To the 30 parking spaces appurtenant to the Public Space Unit and designated for exclusive use by the public visiting the Property during the daytime and evening hours in accordance with the terms of the Community Access Plan.

(e) With the exception of the Pipeyard Building included in the Watermark Condominium, no new buildings or other structures shall be constructed on the Property.

(f) The High Service Building included in this Condominium, the Low Service Building included in the Whitehall Condominium, and the Operations Building included in the Waterford Condominium (collectively, the "Historic Buildings") and the historic landscape at the Property shall be restored, maintained, operated and managed in accordance with the provisions of the Declarant's Deed and the Approval Documents described in the LDA, as the same may be amended from time to time.

(g) No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the Declarant whereby the Property or any project thereon are restricted by the Declarant upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, rental, lease, use, or occupancy thereof, and that the Declarant shall not discriminate upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, lease or rental or in the use or occupancy of the Property or any project erected or to be erected thereon.

(h) No amendments shall be made to the Master Deeds, By-Laws or Condominium Trusts of the Park Condominiums or the Cross-Easement and Use Agreement and Park Board Declaration of Trust which will violate or conflict with the Declarant's Deed or the LDA.

(i) There shall be no changes made to the Project described in the LDA except in accordance with Section 1(D) of the LDA.

(j) The units designated as affordable units in the Pipeyard Building included in the Watermark Condominium shall be maintained as affordable in perpetuity as set forth in Section 2(A)(2) of the LDA.

(k) Owners of all residential units in the Park Condominiums shall pay, as part of their monthly common area charges, an amount sufficient to fund the operating budget for the Public Space Unit in the amount of \$150,000 annually (as such amount shall be escalated with the Consumer Price Index) and shall pay not less than one percent (1.0%) of the proceeds of each sale of a unit (excepting only those purchasers under purchase and sale agreements which have been executed as of August 17, 2005, who shall pay one-half of one percent (0.5%) of the proceeds of the sale of their units) to the Waterworks Preservation Trust for the operation, care, maintenance and repair of the Public Space Unit including, without limitation, the Public Space Unit's percentage

share of the common area expenses for the Condominium and the Leavitt, Worthington and Allis steam engines.

(l) A concierge or manager for the Property or, if a nonprofit institution owns or leases the Public Space Unit, such nonprofit institution, shall at all times maintain an office in the Public Space Unit.

(m) Except as specifically provided in Section 7 of the LDA, the Public Space Unit may not be mortgaged, pledged, transferred, leased or conveyed without the express written consent of DCAM, which consent shall not be unreasonably withheld, conditioned or delayed.

(n) The income, but not the obligations, under the Roadway Egress License Agreement shall inure to the benefit of the Waterworks Preservation Trust.

2. Conservation Restriction. A portion of the Property (the "CR Area") marked "Conservation Restriction" on a plan attached to the Declarant's Deed entitled "Chestnut Hill Waterworks Conservation Easement Plan in Boston, MA," is subject to a conservation restriction under M.G.L. c.184, §§ 31 and 32 reserved by the Commonwealth and the Department of Conservation and Recreation to assure that the CR Area will be retained in perpetuity predominantly in its historic natural, scenic and open condition; to provide appropriate public access and recreation opportunities; and to further conservation and open space uses. Reference is made to the Declarant's Deed for a more particular description of the conservation restriction.

3. Preservation Restriction and MHC Review of New Construction. A portion of the Property (the "PR Area") marked "Preservation Restriction" on a plan attached to the Declarant's Deed entitled "Chestnut Hill Waterworks Preservation Plan in Boston, MA," is subject to a preservation restriction under M.G.L. c.184, § 31-32 reserved by the Commonwealth and MHC, including (a) the exterior of the Historic Buildings and the interior portion of the Public Space Unit in the High Service Building, including the Leavitt, Worthington and Allis steam engines located with the Public Space Unit. The purposes of the preservation restriction is to preserve the PR Area for the enjoyment and appreciation of its architectural, archaeological and historical heritage and integrity. Alterations made to the PR Area and new construction on portions of the Property not included in the PR Area are restricted and require the review of MHC. Reference is made to the Declarant's Deed for a more particular description of the preservation restriction.

4. MWRA Permanent Easements. The Park Condominiums are subject to easements reserved by the Commonwealth in favor of the MWRA to (i) construct, inspect, repair, renew, replace, operate and forever maintain water supply pipelines and a permanent subsurface water tunnel, with their proper manholes, embankments, walls, culverts and appurtenances in, through and under certain areas of the Park Condominiums, (ii) construct, inspect, repair, replace operate and forever maintain a permanent subsurface water tunnel and all its proper appurtenances; and the (iii) right of the MWRA to enter the Restricted Area, as that term is defined in the Declarant's Deed, at reasonable times and in a reasonable manner,

including access by foot and/or by motorized vehicle, for the purpose of inspecting the Restricted Area, all of items (i)-(iii) being more particularly described in the Declarant's Deed.

B. This Master Deed is subject and subordinate to the Cross Easement and Use Agreement and the terms of such agreement together with the Park Board Declaration of Trust shall control with respect to the governance of the Park Condominiums and Park Board Trustees.

C. As noted in Subparagraph 1(k) of Paragraph A above, except for the initial sale of each Residential Unit by the Declarant, each Residential Unit shall be subject to a Preservation Tax. The Preservation Tax shall be collected by the Trustees and paid to the Waterworks Preservation Trust or its successors or assigns at the closing of each sale of each Residential Unit subsequent to the initial sale thereof by the Declarant. Each Residential Unit owner shall be personally liable for payment of the Preservation Tax payable in connection with the sale of such owner's Residential Unit and for all costs of collection incurred by the Trustees, including, without limitation, attorneys' fees, costs and charges and all other costs, fees and expenses incurred by the Trustees in connection with any Default Enforcement Action (as defined below) (collectively, the "Default Charges and Expenses"). The Trustees shall have a lien on such Residential Unit for any Preservation Tax not paid in accordance with the provisions of this Paragraph C from the date on which such Preservation Tax is due and payable and for all such Default Charges and Expenses, which lien shall be enforced in the manner provided in Massachusetts General Laws Chapter 254, Sections 5 and 5A, as the same may be amended from time to time, and which lien shall be prior to all other liens and encumbrances on such Residential Unit except the lien of the Trust for any common expenses pursuant to the provisions of Section 6 of Chapter 183A, and those liens which, pursuant to the provisions of said Section 6 of Chapter 183A, have priority over such lien of the Trust for any common expenses. The recording of this Master Deed with the Registry of Deeds shall constitute record notice of perfection of such lien and no further recordation of any claim of lien shall be required. The Trustees shall have the right to pursue all rights and remedies available to the Trustees at law and in equity, and under this Master Deed and the Declaration of Trust, to collect the Preservation Tax and all such Default Charges and Expenses for which the Trustees shall have a lien pursuant to the provisions hereof and of (such action(s) being referred to herein as a "Default Enforcement Action"), and nothing contained in this Master Deed, the Declaration of Trust or Massachusetts General Laws Chapter 254, Sections 5 and 5A, shall be deemed to prohibit any actions to recover the Preservation Tax and such Default Charges and Expenses for which the Trustees shall have a lien pursuant to the provisions hereof. The recording with the Registry of Deeds of a duly issued certificate of the Trustees confirming receipt by the Trustees of the Preservation Tax due and payable with respect to the sale of such Residential Unit (a "Preservation Tax Certificate") shall operate to discharge such Residential Unit from such lien.

If during the pendency of any such Default Enforcement Action such defaulting Residential Unit owner or such defaulting Residential Unit owner's mortgagee shall have cured such Residential Unit owner default, such Default Enforcement Action shall be discontinued with prejudice. In the event that a judgment shall have been obtained against a defaulting Residential Unit owner and the Trustees shall have recovered such judgment from such defaulting Residential Unit owner or from the holder of such defaulting Residential Unit owner's mortgagee, the Trustees shall apply the amount so collected first to payment of the Default Charges and Expenses, and then to payment of the respective Preservation Tax, whereupon the

obligations of the defaulting Residential Unit owner to the Trustees with respect to payment of such portion of the respective Preservation Tax so paid shall cease. The Waterworks Preservation Trust is expressly intended to be a third party beneficiary of this Section 13.C.

D. The Declarant is aware that the Condominium abuts the MBTA's rapid transit right-of-way (presently the "Green Line") and other MBTA facilities which are used in connection with the MBTA's mass transportation or rapid transit service (the "MBTA Mass Transportation Activities and Facilities"), and that the MBTA's Mass Transportation Activities and Facilities and other uses by or on behalf of the MBTA or its successors or assigns may, directly or indirectly subject to the Declarant, the Unit Owners or the Condominium to certain potentially negative impacts, including, without limitation, noise, odor, vibrations, electromagnetic fields, particles, pollution, fumes and hazardous materials (collectively the "Negative Impacts"). Declarant acknowledges and agrees that Declarant acquired the Land subject to and taking into consideration such MBTA Mass Transportation Activities and Facilities and the Negative Impacts. Furthermore, Declarant for itself, its affiliates, successors and assigns, including, without limitation, any tenants, subtenants, licensees, occupants or purchasers of all or any portion of the Condominium will (a) not sue (and will not encourage or assist others to sue) or commence any action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against any of the Released Parties arising out of any of the Negative Impacts or any MBTA Mass Transportation Activities and Facilities, and (b) release the Released Parties from any claim, demand, lawsuit or cause of action in law or equity arising out of any of or related to any Negative Impacts or any MBTA Mass Transportation Activities and Facilities. The foregoing release and covenant not to sue shall not be applicable to the MBTA's failure to comply with applicable legal requirements.

The "Released Parties", individually and collectively, are the MBTA, Transit Realty Associates LLC, any railroad company that the MBTA may from time to time have operate its railroad operations, their respective agents, affiliates, contractors, licensees, trustees, members, principals, officers, directors, employees, attorneys, and their successors and assigns.

The provisions of this Paragraph D shall run with the Land and shall survive the termination of this Master Deed. The Condominium Trust shall be responsible for insuring compliance by itself and all Unit Owners with the requirements set forth in Paragraph D.

#### 14. MISCELLANEOUS

A. 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 all instruments of record at the Registry and 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 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.

Applicable provisions of the Declarant's Deed and LDA also run with the land as specified therein.

B. Trustees' Right to Cure. 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, perform or take such action 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, 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.

C. Declarant as Owner of Unsold Units. In the event there are any unsold Units, the Declarant shall have the same rights and obligations as other Unit Owners with respect to such unsold Units in addition to all other rights of Declarant hereunder.

D. References to Declarant, Unit Owners. References in this Master Deed to the "Declarant" shall mean the Declarant described in *Section 1* as aforesaid, its affiliates 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's rights as Declarant are assignable to a successor declarant and the Declarant specifically reserves the right to assign all of its rights hereunder (subject to the requirements for approval, if any, of any Listed Mortgagee, as applicable), 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. Notwithstanding the foregoing, if the Declarant assigns its right, title and interest hereunder to a mortgagee of record, 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. References herein to any Unit Owner shall also mean and include the successors and assigns and the permitted lessees and tenants from time to time thereof (the foregoing, however, shall not be interpreted to derogate from the leasing or occupancy restrictions contained herein or in the Declaration of Trust), provided that all such successors, assigns, lessees, and tenants shall comply with applicable provisions of this Master Deed, and the Declaration of Trust and the Rules and Regulations thereunder.

E. 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 provisions had never been included herein.

F. Covenant of Further Assurances. Each Unit Owner and the Trustees, shall upon reasonable prior written notice by the Declarant execute, acknowledge and deliver to the Declarant such instruments, in addition to those specifically provided for herein, and take such other actions the Declarant may reasonably request to effectuate the provisions of this Master Deed 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. If any Unit Owner or Trustee fails to comply with such request, then the Declarant 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 or Trustee and such instrument or action shall be binding on such individuals as if executed directly by them.

G. 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 which may occur.

H. 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.

I. 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 requirements of Chapter 183A, the provisions of Chapter 183A shall control.

J. Liability. Notwithstanding anything to the contrary contained herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the interest in the Condominium of the Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or of any member of Declarant, shall have any liability hereunder.

[SIGNATURES ON NEXT PAGE]

WITNESS the execution hereof, under seal, this 19<sup>th</sup> day of May, 2008.

**GRANTOR:**

WATERWORKS PARK, LLC

BY: [Signature]  
Edward A. Fish, Authorized Signer for  
Real Property

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

5/19, 2008

On this 19<sup>th</sup> day of May, 2008, before me, the undersigned notary public, personally appeared Edward A. Fish, Authorized Signer for Waterworks Park, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of Waterworks Park, LLC for its stated purpose.

[Signature]

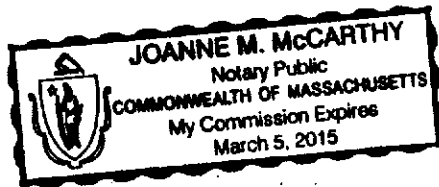
Notary Public:

My Commission 3-5-15  
Expires: \_\_\_\_\_

**CITY OF BOSTON**

The exise imposed by Chapter 199 of the Acts of 1982 in the amount of \$ 2000 has been paid with respect to the 5 units of the condominium described in this master deed. / lots in the consolidation contained on this consolidation plan. / lots of the subdivision contained in this subdivision plan.

ASST. [Signature]  
Collector-Treasurer



## WATERWORKS MUSEUM CONDOMINIUM

### EXHIBIT A

All that certain parcel of land located in the City of Boston, County of Suffolk, and Commonwealth of Massachusetts, situated on the southeasterly sideline of Beacon Street, and being shown as and labeled "Lot 4" on that certain plan by Precision Land Surveying, Inc. dated July 17, 2006 and entitled "Plan of Land in Boston, MA" and recorded in Plan Book 2006, Page 931 (the "Land").

For title see Deed with Conservation and Preservation Restrictions from the Commonwealth of Massachusetts dated August 5, 2005 and recorded in Book 37860, Page 176, as amended by a First Amendment to Deed with Conservation and Preservation Restrictions dated as of August 22, 2006, and recorded in Book 40589, Page 98.

The Land is subject to, and, as the case may be, has the benefit of, in common with others entitled thereto, the following:

1. Terms, provisions, covenants, restrictions, and easements set forth in Deed with Conservation and Preservation Restrictions to the Declarant dated August 5, 2005, recorded in Book 37860, Page 176, as amended by a First Amendment to Deed with Conservation and Preservation Restrictions dated August 22, 2006, and recorded in Book 40589, Page 98.
2. Notice of Activity and Use Limitation in DEP Release Tracking No. 3-11703, dated September 12, 2000, recorded in Book 25344, Page 288.
3. Plan entitled: "Massachusetts Water Resources Authority Chestnut Hill Pump Station – Chestnut Hill Waterworks Property – Plan of Land and Easements, Boston (Brighton), Massachusetts", prepared by Massachusetts Water Resources Authority Engineering and Construction Department, dated March 15, 2002 discloses the following:
  - a. Area subject to Activity and use Limitations;
  - b. MWRA Operations Control Center;
  - c. 8M Permit for Verizon Fiber Optic Vault;
  - d. New Underground Pump Station;
  - e. License Agreement for National Amusements, Inc.;
  - f. Former pipeyard buildings;
  - g. Permanent easement for water supply purposes to be retained by the Massachusetts Water Resources Authority. Area: 199573 +/- S.F.;

- h. Permanent easement for water supply purposes to be retained by the Massachusetts Water Resources Authority. Area 16234 +/- S.F.;
  - i. High service pump station and low service pump station; and
  - j. "The Chestnut Hill Reservoir and Pumping Stations were designated City of Boston Landmarks under Chapter 772 of the Acts of 1975 as Amended September 26, 1989."
4. Plan entitled "Chestnut Hill Waterworks, ALTA/ACSM Land Title Survey in Boston, MA (Suffolk County)", prepared by Precision Land Surveying, Inc. dated December 2, 2003 (the "Survey") discloses the following:
- a. Area subject to Activity and Use Limitations;
  - b. MWRA Operations Control Center;
  - c. Underground PRV Chamber and underground emergency pump station;
  - d. License Agreement for National Amusements, Inc.
  - e. Permanent easement for water supply purposes to be retained by the Massachusetts Water Resources Authority. Area: 199573 +/- S.F.;
  - f. Permanent easement for water supply purposes to be retained by the Massachusetts Water Resources Authority. Area: 16234 +/- S.F.;
  - g. High Service Pump Station and Low Service Pumping Station;
  - h. Concrete wall encroaches into/onto land N/F of N. Mahfuz Trust #1;
  - i. Wire fence encroaches into/onto the insured premises;
  - j. Drain and water lines cross into/onto land N/F the City of Boston;
  - k. Concrete wall encroaches into/onto land N/F National Amusements, Inc.;
  - l. 88" water line crosses land N/F Massachusetts Bay Transportation Authority;
  - m. Manholes, MDC mains and utilities cross the insured premises and encroach onto/into land N/F Massachusetts Bay Transportation Authority and land N/F City of Boston;
  - n. 54" water line crosses land N/F Massachusetts Bay Transportation Authority;
  - o. Fence encroaches into/onto insured premises;

- p. Cochituate Aqueduct and Dorchester Tunnel cross the insured premises;
  - q. Verizon Fiber Optic Vault; and
  - r. Conservation Restriction and Preservation Restriction area.
5. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of Beacon Street.
  6. Water Easement recorded in Book 2538, Page 70 and shown on the Survey.
  7. Drainage and Sewer Pipe Easement recorded in Book 2613, Page 326 and shown on the Survey.
  8. The Amended and Restated Land Disposition Agreement by and among The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance and Massachusetts Water Resources Authority and the Declarant dated August 5, 2005 and recorded in Book 37860, Page 1.
  9. Roadway Egress License Agreement by and between Waterworks Park LLC and National Amusements, Inc. dated September 12, 2005.
  10. Cross Easement and Use Agreement by the Declarant of the Park Condominiums, dated September 18, 2005 and recorded in Book 40589, Page 218, as amended by a First Amendment to Cross Easement and Use Agreement, dated December 13, 2006 and recorded in Book 40925, Page 135.
  11. Sewer Easement Agreement by and between National Amusements, Inc. and Waterworks Park LLC dated September 12, 2005 and recorded in Book 38402, Page 96.
  12. Easement from Waterworks Park LLC to Verizon New England Inc. dated March 21, 2006 and recorded in Book 39370, Page 198.
  13. Easement from Waterworks Park LLC to Boston Edison Company dated September 19, 2005 and recorded in Book 38403, Page 107.
  14. Order of Conditions (DEP File Number 006-1010) issued by the City of Boston Conservation Commission on September 9, 2004 and recorded in Book 35580, Page 83.
  15. Agreement Regarding Easements and Negative Impacts between Massachusetts Bay Transportation Authority and Waterworks Park LLC dated August 31, 2006 and recorded in Book 41205, Page 184.

## **WATERWORKS MUSEUM CONDOMINIUM**

### **EXHIBIT B PLANS**

Site plan entitled “Waterworks Museum Condominium, Master Deed Plan in Boston, MA (Suffolk County),” dated May 23, 2008, prepared by Precision Land Surveying, Inc.

Floor plans entitled “Waterworks Museum Condominium, 2450 Beacon Street, Chestnut Hill, MA 02467,” dated May 18, 2008, prepared by Graham Gund, FAIA, Registered Architect with Gund Partnership.

## **WATERWORKS MUSEUM CONDOMINIUM**

### **EXHIBIT C (DESCRIPTION OF BUILDING)**

#### **Buildings:**

See Plans for specific location of each of the three (3) floors, structured parking and five (5) Units.

#### **Number of Stories:**

The Building is three (3) stories, and is built on a pile foundation and concrete slab.

#### **Principal Materials of Construction:**

The Waterworks Museum Building is constructed of wood frame structure and architectural steel structure, wood, masonry, glass, and slate roofing.

## WATERWORKS MUSEUM CONDOMINIUM

### EXHIBIT D (DESCRIPTION OF UNITS)

BUILDING	UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE UNIT AREA <sup>1</sup>	NO. OF ROOMS	ACCESSIBLE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	% INTEREST IN COMMON ELEMENTS
Waterworks Museum	2442	Floors 1, 2 and 3	5218	15	Yard, Garage	18.060%
Waterworks Museum	2444	Floors 1, 2 and 3	6021	16	Yard, Garage	18.729%
Waterworks Museum	2446	Floors 1, 2 and 3	7066	16	Yard	20.401%
Waterworks Museum	2448	Floors 1, 2 and 3	8397	14	Yard	22.743%
Waterworks Museum	2450	Floors 1, 2 and Basement	20640	10	Yard	20.067%

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<sup>1</sup> The Measurement Standards to be used are set forth in Section 4 of the Master Deed, such measurements and demising lines shown on the Unit Plan may not correspond exactly to the Master Deed provisions delineating ownership. In addition, the area of terraces and balconies is calculated separately from the area of the Unit. Terraces and balconies are measured to the inside surface of the railings, or in the case of the first floor terraces, to the vertical surface bounding the terrace.