



2008 00056141

Bk: 43635 Pg: 90 Doc: MD

Page: 1 of 41 06/05/2008 11:50 AM

**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

TABLE OF CONTENTS

Page

1.	DEFINITIONS.....	1
2.	NAME OF CONDOMINIUM.....	4
3.	DESCRIPTION OF BUILDING – DECLARANT’S RESERVED RIGHTS .....	5
4.	DESCRIPTION OF UNITS.....	8
5.	COMMON ELEMENTS .....	10
6.	PLANS.....	14
7.	USE OF UNITS AND COMMON ELEMENTS .....	14
8.	ALTERATION AND COMBINATION OF UNITS .....	18
9.	AMENDMENTS TO MASTER DEED .....	21
10.	ORGANIZATION OF UNIT OWNERS .....	23
11.	TERMINATION OF CONDOMINIUM.....	23
12.	PROTECTION OF MORTGAGEES .....	24
13.	PARTICULAR RESTRICTIONS .....	28
14.	MISCELLANEOUS .....	32

## 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 Mortgage - A first Mortgage 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.

Mortgage - 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

