



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

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

