

MASTER DEED OF
WATER STREET LANDING CONDOMINIUM II

10 Water Plymouth LLC, a Massachusetts limited liability company, with a usual place of business at 289 Saint George Street, Suite 217, Duxbury, Plymouth County, Massachusetts 02332, (hereinafter referred to as the (“Declarant”) being the owner of the land described in Section 2 below, (the “Land”) does hereby, by duly executing and recording this Master Deed, submit the Land, together with the buildings and improvements erected thereon known and numbered as 10 Water Street situated in Plymouth, Plymouth County, Massachusetts, and all easements, rights and appurtenances belonging thereto (hereinafter called the “Premises”), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, (“Chapter 183A”), and does hereby state that it proposes to create, and does hereby create, with respect to the Premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end Declarant declares and provides the following:

1. Name. The name of the condominium shall be Water Street Landing Condominium II.
2. Description of Land. The Land, which is included within and as a part of the condominium (the “Condominium”) created hereby, is more particularly bounded and described as set forth on the attached **Exhibit A**, and on the site plan recorded herewith.
3. Trust. The organization through which the owners of the Units of the Condominium (the “Unit or Units”) will manage and regulate the Condominium created hereby is the Water Street Landing Condominium II Trust, (“Condominium Trust”) established under Declaration of Trust of even date, which is to be recorded herewith. The Condominium Trust provides for the owners of Units to be members with interests thereunder equal to their respective undivided percentage interests in and to the common areas and facilities (hereinafter defined and referred to as the “Common Areas and Facilities”) of the Condominium as determined hereunder. The original and present Trustee of the Condominium Trust (the “ Trustee”) is 10 Water Plymouth LLC. The address of the Trust is 289 Saint George Street, Suite 217, Duxbury, Massachusetts 02332.

The Trustee has enacted By-laws (the “By-laws”), which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A. (The term “Trustee” as hereinafter used

shall be deemed to include the successors in trust of the original Trustee and to mean the trustee or trustees for the time being under the Condominium Trust).

4. Plans. Simultaneously with the recording hereof, there shall be a set of the floor plans of the Building and the Units therein, all in compliance with Chapter 183A.

5. Description of Building. The Condominium is comprised of one (1) building (the "Building"). The Building consists of one (1) floor located above grade, and contains eight (8) residential units and one (1) commercial/retail unit. The first floor also contains the common sprinkler and trash rooms, the mail room, janitor/utility closet, the entry vestibule and hallways.

The Building is wood frame with a poured concrete foundation. The interior walls are blueboard with skim coat plaster. The roof is rubber membrane. Each Unit is heated by a separate electric heat pump. Each Unit has an electric water heater.

6. Description of Units.

The designation of each Unit in the Building comprising the Condominium, a statement of its location and approximate area, the number of rooms and immediate common area to which it has access and its proportionate interest in the common areas and facilities of the Condominium are set forth on Exhibit B attached hereto and made a part hereof and shown on the master floor plans to be recorded herewith.

7. Additional Description of Units and Their Boundaries Including Certain Subject and Appurtenant Rights. The boundaries of the Units of the Condominium with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

Floors: The upper surface of the sub-flooring.

Ceilings: The plane of the lower surface of the ceiling joists.

Walls: The plane of the interior surface of the wall studs.

Exterior Building Walls, Doors and Windows: As to exterior Building walls, the plane of the interior surface of the studding affixed to the bearing walls with the right and easement in the owner of an applicable Unit to hang and affix through the finished facings thereon usual wall ornaments, including (without limitation) clocks, pictures, paintings and other such accessories; as to doors, the exterior surface

thereof; and as to windows, the exterior surface of the glass, the interior surface of the window sashes and frames;

The finished facings on all floors, ceilings and walls enclosing each Unit are a part of that Unit. Window screens are part of the Unit.

Each Unit includes the ownership of all utility lines, HVAC, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, including the furnaces and tankless water heaters located in the common area or the units, which exclusively serve a unit, and stairways, that exclusively serve and are located within each such Unit, if any.

The owner of each Unit in the Building shall have the right, as appurtenant to that Unit, to use, in common with the owners of all other Units in the Building

- (a) the main entrances/exits to and from the Building and
- (b) all corridors, and applicable stairways as access to and from the Units, except same which exclusively serve a Unit, if any.

The owner of each Unit shall have the easement and right, appurtenant to that Unit, to use, or to have reasonable access to as necessary, in common with the owners of other Units served thereby, all utility lines or meters, water heaters and furnaces, and other Common Areas and Facilities located in any of the other Units or in the Common Areas and Facilities described in Section 7 hereof, and serving that Unit. Nothing herein shall be construed to limit the right of any owner of a Unit to use other non-exclusive Common Areas and Facilities in accordance with their intended purposes.

Limited Common Areas and Facilities: Each Unit shall be subject to rights set forth in any of the foregoing subsections, if and so far as applicable to that Unit, and as set forth in Exhibit B. The owner of Unit 10-1 shall have an easement for the exclusive rights for signage as set forth herein.

Each Unit shall be subject to and have the benefit of this Master Deed, the provisions of the Condominium Trust, the By-laws, any rules and regulations promulgated pursuant thereto and the provisions of Chapter 183A.

8. Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium (hereinafter sometimes referred to as the "Common Elements") consist of the entire

Premises hereinabove described, including all parts of the Building and improvements thereon other than the Units and including, without limitation, the following:

a. The Land described in Section 2 hereof on which the Building is erected including the driveways,, subject to all exclusive easements and assigned rights, if any, herein described, or as set forth in the By-Laws of the Condominium Trust.

b. The exterior doors, entrances, and all interior vestibules, corridors, stairways, stairwells, and landings which serve as access to and from the Units in the Building constituting the Condominium, except same as exclusively serve a Unit.

c. The foundations, garage, columns, girders, beams, supports, party walls, common walls, main walls, roofs, patios, decks and roof decks and other supporting and enclosing members of the Building, and of the Units therein and of the land comprising the Condominium.

d. Installations of central services such as power, light, telephone, gas, water, security systems and intercom systems, including any mechanical rooms, trash room and storage areas and machines situated outside of the Units.

e. All utility lines and other facilities contained within the Common Areas and Facilities and/or within any Unit except those which exclusively serve individual Units and are located within the individual Units.

f. All sewer, drainage, water and other pipes and conduits, subject to easements therein and therefor.

g. All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacements thereof) in or within the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium and the Building and facilities therein.

h. All other items listed as such in Chapter 183A and located in the Premises.

9. Use of the Units.

a. With the exception of Unit _____, the commercial/retail unit, which may be used to the extent permitted for ground floor retail use, subject to applicable building, health and other applicable laws, codes, rules and regulations, for any and all uses as permitted therein, the Building and each of the Units are

intended only for residential purposes. Except as and to the extent permitted by the Trustee, the Building and each of the Units may be used by a Unit's resident only for business activity accessory to a residential use and provided that (i) there are no employees other than residents of such Unit; (ii) there is no visitation to the Building by clients or others in connection with such business activity; and (iii) there are no signs or nameplates with respect to such business activity affixed to any part of the Condominium. Except as otherwise permitted by the Trustee, no Unit shall be occupied by more than one family unit or more than two unrelated persons per bedroom. The Declarant, or any successor to the interest of the Declarant in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), lease unsold Units.

b. The appearance of the Building shall be preserved without modification, and to that end no Unit owner shall erect, place, attach or maintain, except as otherwise permitted by the Trustee, any balcony enclosure, awning, antenna, sign, banner, device, addition, structure, projection, decoration or other feature to the Building or to any Unit visible outside of the Unit. Notwithstanding the foregoing, the owner of Unit 10-1 shall have an easement for the exclusive right to install signage and lighting, with the exception of neon or similar lighting, within the Unit with respect to the business operated within such unit, provided such signage is in compliance with requirements of the Plymouth Inspectional Services Department or other governmental entities governing such matters and subject to the Trustee's reasonable approval and Condominium Regulations in effect from time to time.

c. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of (1) this Master Deed, (2) the Condominium Trust, the By-laws and the rules and regulations promulgated pursuant thereto or (3) Chapter 183A.

These restrictions shall be for the benefit of the owners of all of the Units and the Trustee of the Condominium Trust and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Trustee at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a Unit shall be liable for any breach of the provisions of this Section except such as occur during his or her ownership thereof.

10. Encroachments. If any portion of the Common Areas and Facilities encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and

Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustee of the Condominium Trust, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for each encroachment and for the maintenance of the same so long as the Building stands.

11. Units Subject to Master Deed, Unit Deed, and Condominium Trust. All present and future owners, tenants, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the first Unit Deed conveying any applicable Unit, the Condominium Trust, and the By-laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the Land as set forth on Exhibit A referred to in Section 2 hereof. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that:

a. the provisions of this Master Deed, said Unit Deed, the Condominium Trust and the By-laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Land are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of 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 and conveyance or lease thereof, and

b. a violation of the provisions of this Master Deed, said Unit Deed, the Condominium Trust or the By-laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

12. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units and the Trustee to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in the Common Areas and Facilities, any of the other Units, and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Trustee to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustee of the Condominium Trust shall have a right of access to each

Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building, upon reasonable notice to the owner of such Unit.

13. Amendments. This Master Deed may be amended by an instrument in writing:

a. signed by the Unit Owners entitled to not less than seventy-five (75%) percent of the undivided interest in the Common Areas and Facilities;

b. signed by the majority of the Trustees of the Condominium Trust then in office, and

c. duly recorded with the Plymouth County Registry of Deeds, PROVIDED, HOWEVER, THAT:

(1) The date on which any such instrument is first signed by an owner of a Unit shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same or a certificate, signed and acknowledged by the Trustee attesting to the foregoing, has been so recorded within six (6) months after such date;

(2) No instrument of amendment which alters the dimensions of any Unit or affects the use of the Unit or the exclusive use of Common Areas and Facilities reserved to a Unit hereunder shall be of any force or effect unless the same has been signed by the owner of the Unit affected;

(3) No instrument of amendment which alters any percentage of undivided interest of the Units in the Common Areas and Facilities, shall be of any force or effect unless the same has been signed by the owners of the affected Units and said instrument is recorded as an Amended Master Deed;

(4) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record, or which would disqualify any such mortgage from sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto, shall be of any force or effect unless the same has been assented to by the holder or holders thereof, and

(5) No instrument of amendment, which alters this Master Deed in any such manner as would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be of any force or effect.

(6) Notwithstanding anything herein contained to the contrary, until the Declarant has sold all of the Units within the Condominium, the Declarant may, after notice to the Unit Owners and the Trustee of the Condominium Trust, record an amendment to this Master Deed and/or the Condominium

Trust at any time and from time to time which amends this Master Deed and/or the Condominium Trust solely (1) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (2) to induce any such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages of Unit Owners, (3) to bring this Master Deed and/or the Condominium Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or (4) to correct clerical or typographical errors in this Master Deed and/or the Condominium Trust or any exhibit or supplement or amendment thereto.

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

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

16. Captions. 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 provisions hereof.

17. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

18. Future Development. The Trustees of the Water Street Landing Condominium II Trust, the Unit Owners, and tenants of any such Units hereby acknowledge the potential future development of the nearby or abutting parcel or parcels on Water Street by their owners or successors in title, including the parcels to be known as Water Street Landing Condominium at 5 Water Street, and 7 Water Street, Plymouth, as disclosed by the Declarant, and including development that may equal or exceed the height of the condominium, subject to local zoning and building codes. Such development may be designed to maximize building footprints, and may result in future development within a minimum distance from the

condominium building. The Condominium Trust, Unit Owners and tenants further acknowledge that such future development might change or reduce views, light, and space perception on the side of the condominium abutting said parcel, as well as continued availability of public on-street parking spaces, and result in increased residential density around the condominium. The Condominium Trust, Unit Owners and tenants acknowledge that the above conditions are subject to the requirements of the Town of Plymouth Zoning Code and Massachusetts State Building Code and, as such, are consistent with any allowable residential development of the general area, and that they will not oppose same providing such future development does not substantially deviate in height, unit floor area, and number of units from the **Water Street Landing Condominium** II. The acknowledgments contained in this paragraph will survive any sale, resale or other transfer of the condominium and any or all of its units, and cannot be eliminated or reduced by amendment or otherwise prior to and until the completion of any development of the nearby or abutting parcels noted herein.

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

It is the nature of Condominiums that Units are built in close proximity to one another (resulting in the sharing of common walls, floors, ducts, shafts and ceilings) and that odors will migrate from Unit to Unit or from common elements to Units, or from Units to common elements, even if exhaust systems are installed in the building and are operated and maintained in accordance with their specifications, and each Unit Owner, the Trustees, tenants and other occupants acknowledge and agree that they may experience such odor migration. Cooking exhaust in the residential Units is not ducted through

the Unit's exhaust system but is instead recirculated through the filter hoods that are included as part of each Residential Unit.

The Unit Owners, the Trustees, lessees and other occupants acknowledge and agree that (i) the building is located near commercial, retail, restaurant, bar, and entertainment, and other facilities and activities; and (ii) the building is located in an urban setting that may be subject to certain street and neighborhood noises, light sources, and odors from such facilities and activities, as well as from the Units and common elements within the Condominium, and further from construction noises and disturbances related to neighboring or adjacent properties; and (iii) the building is located in close proximity to Logan International Airport and its related runways and flightpaths, and that the building and Units may experience noise and vibrations as a result of the operation of aircraft; and (iv) the building was not designed or constructed to eliminate such noises, odors, vibrations, and light sources, and therefore the presence and existence of such noises, odors, vibrations, or light sources shall not be a defect (latent or otherwise) in the design or construction of the Building.

(Signatures on Next Page)

WITNESS THE EXECUTION hereof under seal this _____ day of _____, 2026.

The Declarant
10 Water Plymouth LLC

Michael Juliano, Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ day of April, 2026, before me, the undersigned notary public, personally appeared, Michael Juliano, Manager, personally known to me, or each proved to me through satisfactory evidence of identification, which was a _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of 10 Water Plymouth LLC, as Manager.

EXHIBIT "A"

REGISTERED LAND:

The land with the buildings thereon situated in Plymouth, Plymouth County, Massachusetts shown as Lot I on subdivision plan #3289E, drawn by Delano & Keith, Surveyors, dated July 9, 1927, and filed with Certificate of Title No. 848.

RECORDED LAND:

A certain parcel of land situated on the northerly side of Water Street in Plymouth, Plymouth County, Massachusetts, with the buildings thereon, bounded and described substantially as follows:

Beginning at a stone bound on the northerly side of Water Street;

Thence by said Water Street N. 42° 38' E., fifty-five and 90/100 (55.90) feet to a corner of the registered land just below described;

Thence northwesterly, by said registered land, seventy-six and 37/100 (76.37) feet to a corner still a said registered land;

Thence southwesterly, by said registered land, thirty-six and 72/100 (36.72) feet to a corner at land formerly of DiPietro, now of Malaguti;

Thence S. 28° E., eighty-seven and 9/10 (87.9) feet by land formerly of Secondo and land now or formerly of Glassman to the point of beginning.

These premises are subject to a right of way ten (10) feet in width for the benefit of those legally entitled thereto. Said right of way runs along the westerly line of the premises.

For Declarant's/Grantor's title to both parcels, see Deed registered with the Barnstable County District of the Land Court as Document No. 814090 filed with Certificate of Title No. 131804; and Deed recorded in Book 54736, Page 343.

EXHIBIT "B"

Description of Units

<u>Building</u>	<u>Unit</u>	<u>Location</u>	<u>No. Rooms (1)</u>	<u>Approx. Sq. Feet (11)</u>
10	1	First Floor	1 (2)	616
10	2	First Floor & Loft	2 (3)	435
10	3	First Floor	2 (4)	604
10	4	First Floor	2 (5)	604
10	5	First Floor	2 (6)	603
10	6	First Floor	2 (7)	602
10	7	First Floor	3 (8)	604
10	8	First Floor	2 (9)	604
10	9	First Floor & Loft	2 (10)	607

- (1) Description does not include kitchens, baths, closets, laundries, hallways, mechanical rooms, utility rooms or decks.
- (2) Unit No. 1 consists of commercial space and one (1) half bath.
- (3) Unit No. 2 consists of a kitchen, living room, one (1) loft area, and one (1) full bath.
- (4) Unit No. 3 consists of a kitchen, living room, one (1) bedroom, and one (1) full bath.
- (5) Unit No. 4 consists of a kitchen, living room, one (1) bedroom, and one (1) full bath.
- (6) Unit No. 5 consists of a kitchen, living room, one (1) bedroom, and one (1) full bath.
- (7) Unit No. 6 consists of a kitchen, living room, one (1) bedroom, and one (1) full bath.
- (8) Unit No. 7 consists of a kitchen, living room, office, one (1) bedroom, and one (1) full bath.

- (9) Unit No. 8 consists of a kitchen, living room, one (1) loft area, and one (1) full bath.
- (10) Unit No. 9 consists of commercial space and one (1) half bath.
- (11) Square foot area does not include common areas.

The immediate common area to which each unit has access is the common hallway.

Percentage Interest in Common Areas

Building	Unit	Approx. Square Footage	No. of Rooms	Immediate Common Area Access	Percentage Interest in Common Elements
10	10-1	616	1	The hallways as shown on the Site Plan	%11.112
10	10-2	435	2		%11.111
10	10-3	604	2		%11.111
10	10-4	604	2		%11.111
10	10-5	603	2		%11.111
10	10-6	602	2		%11.111
10	10-7	604	3		%11.111
10	10-8	604	2		%11.111
10	10-9	607	2		11.111

Total

100.00%