

MASTER DEED OF
5-7 WATER STREET CONDOMINIUM

5-7 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, (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 5-7 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 5-7 Water Street Condominium.
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. Description of Phases. The Declarant plans to develop the Condominium as a phased condominium consisting of two (2) phases (collectively, the “**Phases**”, and each, a “**Phase**”). Each Phase will consist of one (1) or more buildings (collectively, the “**Buildings**”, and each, a “**Building**”). Each Building will contain eight (8) units (collectively, the “**Units**”, and each, a “**Unit**”). The Condominium will initially be

composed of Phase 1, comprised of Existing Building 7. If all contemplated Phases are added, the Condominium will consist of a total of two (2) Buildings containing a total of sixteen (16) Units. The number of Units in Phase 1 and the numbers of Units in Phases 2, should those remaining Phases or any number of them be created, are as follows:

Phase	Number of Buildings	Number of Units
Phase 1	One (1)	Eight (8)
Phase 2	Two (2)	Eight (8)

4. 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 5-7 Water Street Condominium 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 5-7 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 then serving as such 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.

(a) Until an amendment or amendments to this Master Deed create subsequent Phases of the Condominium, the Units of the Condominium shall only be those included within the Building contained in Phase 1. The Condominium is comprised of one (1) building on slab concrete with no basement areas (the "Building").

(b) The Building consists of three (3) floors located above grade and contain eight (8) Units.. The Building contains a common area utility room with its own entry at the rear of Unit (1) , as shown on the floor plan. The remainder of the Building has no common area. The Building is wood frame with a poured concrete foundation. The interior walls are blueboard with skimcoat plaster. The roof is rubber membrane. Each Unit is heated by a separate electric heat pump. Each Unit has an electric water heater.

Future improvements of the Condominium in subsequent Phases will be consistent with initial improvements in terms of quality of construction.

The percentage of interest of the respective Units in the Common Elements at the creation of Phase 1 is shown on Exhibit B.

Declarant may, but is not obligated to, construct Phases 2, consisting of one (1) additional Building as shown on the Site Plan.

Each Unit Owner, by recording a deed to its respective Unit, shall be deemed to consent to the following amendments to this Master Deed: At such times as construction of the Buildings in Phase 2 as shown on the Site Plan have been completed, Declarant may, without needing further consent from any Unit Owner or mortgagee, amend this Master Deed so as to subject Phase 2 to the provisions of Chapter 183A. The foregoing amendments shall contain all of the particulars required by Chapter 183A. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments, and Units therein shall be subject to assessments and entitled to vote as provided in the Condominium Trust. All taxes and other assessments and liens relating to later Phases must be paid or otherwise satisfactorily provided for by Declarant prior to adding such Phases.

If Phase 2 is completed, the percentage interest of each existing Unit and newly created Units in the Common Elements shall be in the approximate relation that the fair value of the individual Unit on the date of the amendment to the Master Deed creating the additional Phase or Phases bears to the then-aggregate fair value of all the Units.

6. Description of Units.

The designation of each Unit in the Building comprising the Condominium, a statement of its location and approximate area, the Phase to which it belongs, 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 (including garage doors), the exterior surface thereof; as to windows, the exterior surface of the glass, and 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 located in 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 from the Street

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 Building 7, Unit 2 shall have an easement for the exclusive use of Parking Space 2 as shown on the plans. The owner of Building 7, Unit 3 shall have an easement for the exclusive use of Parking Space 3 as shown on the plans. The owner of Building 7, Unit 4 shall have an easement for the exclusive use of Parking Space 4 as shown on the plans. The owner of Building 7, Unit 5 shall have an easement for the exclusive use of Parking Space 5 as shown on the plans. The owner of Building 7, Unit 6 shall have an easement for the exclusive use of Parking Space 6 as shown on the plans.

Notwithstanding anything to the contrary contained herein, the unit owners with an easement for an exclusive use Parking Space or Parking Spaces cannot lease such easement to another unit owner within the Condominium nor to any third party, nor may any Parking Space be sold apart from the Unit to which it was originally conveyed. It is intended that an easement or easement for an exclusive Parking Space or Spaces shall not be conveyed separately from the unit granted said easement.

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. Declarant's Development Rights. The Declarant, for itself and its successors and assigns, hereby reserves the following rights and easements (collectively, the "Development Rights"):

The right to construct and add to the Condominium the additional Phases as stated herein and to add portions of any listed Phase, e.g. adding only 1 Unit in a Building, and all and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium. The Declarant shall have the right to construct Buildings and Units and Phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases in numerical order, but may construct Buildings, Units or Phases and add Buildings, Units and Phases to the Condominium in any order which the Declarant may desire.

The right to pass and repass over and build upon and develop the land comprising the Condominium and improvements thereon, in order to: (i) construct and/or renovate each Building of each Phase of the Condominium; (ii) construct and/or complete any Common Elements now or hereafter on, and landscaping of, the land and making improvements thereon; and (iii) take such action as the Declarant deems necessary or convenient in connection with the foregoing subsections (i) and (ii).

Rights of way for ingress and egress, by vehicle or on foot, in, upon, over, and

under the roadways, parking lots, sidewalks, easements and walks now or hereafter located on the land comprising the Condominium, for all purposes for which roadways are commonly used, including, without limitation, for the transportation and storage of materials and equipment to be used in the construction, renovation, and/or completion of each Building of each Phase and improvements on the land.

The right and easement to enter upon all or any portion of the Common Elements with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium. This easement shall include the right to store at, in or upon the Common Elements temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required, in the Declarant's reasonable discretion, for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

The right to grant easements for utilities, parking, roadways, driveways, walkways and any other purposes for which easements may be granted.

The right to reconstruct and/or relocate within the layout of said roads and driveways and to install, repair, replace and maintain, now or in the future, drain lines, electric and water lines, pipes, septic tanks, sewer lines and conduits for all types of utilities serving all Phases, including the right to grant all such rights to other landowners under and across all Phases.

The right to elect, in its sole discretion, to abandon its intention to create subsequent Phases of the Condominium. Declarant may, in its discretion, record a statement to said effect with the Plymouth County Registry of Deeds. Upon the recording of said instrument, the right hereinbefore reserved to create subsequent Phases shall thereby terminate upon the date of said recording.

All rights reserved to the Declarant under this Master Deed shall be freely transferable by the Declarant. Declarant may sell, lease, mortgage or otherwise convey or encumber all or part of the Development Rights. All present and future Unit Owners and all parties now or hereafter claiming an interest in a Unit by, through or under a Unit Owner, including, without limitation, all holders of mortgages on Units, shall be subject to and bound by the provisions of this Section 8.

The right to grant easements for utilities, parking, roadways, driveways, walkways and any other purposes for which easements may be granted.

The right to reconstruct and/or relocate within the layout of said roads and driveways and to install, repair, replace and maintain, now or in the future, drain lines, electric and water lines, pipes, septic tanks, sewer lines and conduits for all types of utilities serving all Phases, including the right to grant all such rights to other landowners under and across all Phases.

The right to elect, in its sole discretion, to abandon its intention to create subsequent Phases of the Condominium. Declarant may, in its discretion, record a statement to said effect with the Plymouth County Registry of Deeds. Upon the recording of said instrument, the right hereinbefore reserved to create subsequent Phases shall thereby terminate upon the date of said recording.

All rights reserved to the Declarant under this Master Deed shall be freely transferable by the Declarant. Declarant may sell, lease, mortgage or otherwise convey or encumber all or part of the Development Rights. All present and future Unit Owners and all parties now or hereafter claiming an interest in a Unit by, through or under a Unit Owner, including, without limitation, all holders of mortgages on Units, shall be subject to and bound by the provisions of this Section 8.

The rights reserved to the Declarant under this Section 8 shall expire upon the sale of the last Unit by the Declarant, or twenty-one (21) years after the date of the recording of this Master Deed, whichever occurs first.

9. 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. Until an amendment or amendments to this Master Deed create subsequent Phases of the Condominium, the reserved rights under Section 8 are abandoned as set forth in Section 8, whichever occurs first, the Buildings constituting the subsequent Phases shown on the Plan are specifically excluded from the Common Elements.

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

c. The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, storage areas, 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, the elevator, including any mechanical rooms, 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. 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, including satellite dishes.

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. Multibuilding and Single Building Common Elements.

(a) "Multibuilding Common Elements" means Common Elements that serve or benefit more than one (1) Building. Multibuilding Common Elements and the expenses associated therewith include, but are not limited to, the land comprising the Condominium as described in Section 2 above; snow plowing; resurfacing and repairing parking areas and roadways; landscaping; maintaining and cleaning parking areas and the land; common lighting; all sewage, drainage and other utility systems and portions thereof not located within a particular Building; water charges for watering lawns, trees

and shrubbery of the Condominium; that portion of management fees relative to managing the Common Elements; and those Common Elements set forth in Section 8 above that are not part of or connected to an individual Building.

(b) “Single Building Common Elements” means the portions of each Building that are not contained with a single Unit and do not serve or benefit more than that Building, including, without limitation, the foundation, exterior walls, structural portions, utility systems and roof. Single Building Common elements are and shall be considered a limited common area and facility for purposes of Chapter 183A, Section 6(a)(ii).

(c) The Unit Owners of each Building shall be responsible for the expense of the maintenance, repair and replacement of the Single Building Common Elements that only serve or benefit that Building, while expenses for the maintenance, repair and replacement of portions or the Multibuilding Common Elements that serve or benefit more than one (1) Building shall be borne by all Unit Owners.

(d) The Unit Owners of Units within a particular Building shall be responsible for their percentage share of the costs of Single Building Common Elements relative to the Building in which their Unit is located, based upon the schedule set forth in Exhibit B. Trustees of the Condominium Trust shall be responsible for carrying out the maintenance, repair and replacement of the Multibuilding Common Elements and Single Building

Common Elements. Notwithstanding the immediately preceding sentence, for any Building that contains a single Unit, and any Building containing multiple Units all of which become owned by a single owner or all of which are owned by different entities controlled by the same majority of the same persons, the Unit Owner or Owners in such Building shall be responsible for carrying out all maintenance, repair and replacement of all Single Building Common Elements. If requested by such owner or owners, the Trustees, at the expense of such owner or owners, shall carry out such maintenance, repair and replacement of all Single Building Common Elements.

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 signed by the Unit Owners entitled to not less than seventy-five (75%) percent of the undivided interest in the Common Areas and Facilities signed by the majority of the Trustees of the Condominium Trust then in office, and duly recorded with the Plymouth County Registry of Deeds, PROVIDED, HOWEVER, THAT:

(1) The Declarant may amend this Master Deed without the consent of any Unit Owners so as to create and subject additional Phases to the provisions of Chapter 183A, thereby incorporating additional Phases as part of the Condominium created by this Master Deed. Each Unit Owner, for itself and its successors and assigns and any mortgagee or lienholder thereof, shall, by acceptance of a deed or conveyance of a Unit, agrees to the alteration of such Unit's percentage interest in Common Elements when additional Phases are added to the Condominium by amendment pursuant to this Section 15(a); The Declarant shall have the right, prior to creating additional Phases, to change the number, size, layout and location of Units in those Phases; provided, however, that no such change shall alter the effective percentage interest in Common Elements as may be determined from the formula set forth in this Master Deed or any amendment thereto;

(2) 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) Except with regard to creating additional Phases, 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, (4) to correct clerical or typographical errors in this Master Deed and/or the Condominium Trust or any exhibit or supplement or amendment thereto; or (5) to clarify the rights and obligations of the Unit Owners.

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. 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, garage door, heating and air conditioning systems, and automobile usage, 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 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 downtown 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; (iii) 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,
5-7 Water Plymouth LLC

Michael Juliano, Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this day of _____ 2026, before me, the undersigned notary public, personally appeared, Michael Juliano, 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 as Manager of 5-7 Water Plymouth, LLC.

Notary Public

EXHIBIT "A"

The land, with the buildings situated thereon, in Plymouth, Plymouth County, Massachusetts, more particularly described as follows:

“Lot 3”

The land in Plymouth, Plymouth County, Commonwealth of Massachusetts, situated at 7 Water Street in said Plymouth shown on file at Town Hall, Plymouth, as Lot 122, Plat 20. The land with the buildings thereon in the Town of Plymouth, Massachusetts, situated on the southerly side of Water Street and bounded and described as follows:

Northerly by Water Street;

Easterly by land now or formerly of heirs of J. Decosta;

Southerly by land now or formerly of George D. Harlow; and

Westerly by land now or formerly of Enstus B. Torrance or heirs.

EXHIBIT "B"

Description of Units

<u>Building</u>	<u>Unit</u>	<u>Location</u>	<u>No. Rooms (1)</u>	<u>Approx. Sq. Feet (10)</u>
7	1	Grade Level, 1 st and 2 nd Floor	2 (2)	974
7	2	Grade Level, 1 st and 2 nd Floor	2 (3)	974
7	3	Grade Level, 1 st and 2 nd Floor	2 (4)	974
7	4	Grade Level, 1 st and 2 nd Floor	2 (5)	974
7	5	Grade Level, 1 st and 2 nd Floor	2 (6)	974
7	6	Grade Level, 1 st and 2 nd Floor	2 (7)	974
7	7	Grade Level, 1 st and 2 nd Floor	2 (8)	974
7	8	Grade Level, 1 st and 2 nd Floor	2 (9)	974

- (1) Number of Rooms does not include kitchens, baths, closets, open office area or laundry.
- (2) Unit No. 1 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (3) Unit No. 2 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (4) Unit No. 3 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (5) Unit No. 4 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (6) Unit No. 5 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (7) Unit No. 6 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (8) Unit No. 7 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (9) Unit No. 8 consists of a garage, kitchen, living/dining area, one (1) bedroom and one (1) full bath.
- (10) Square foot area does not include common areas.

The immediate common areas to which each unit has access are the paved areas of the parking lot for the Condominium.

Percentage Interest in Common Areas

Phase	Building	Unit	Approx. Square Footage	No. of Rooms	Immediate Common Area Access	Percentage Interest in Common Elements
1	7	7-1	974	2	The land as shown on the Site Plan	12.5%
1	7	7-2	974	2		12.5%
1	7	7-3	974	2		12.5%
1	7	7-4	974	2		12.5%
1	7	7-5	974	2		12.5%
1	7	7-6	974	2		12.5%
1	7	7-7	974	2		12.5%
1	7	7-8	974	2		12.5%