

WATER STREET CONDOMINIUM
HINGHAM, MASSACHUSETTSMASTER DEED

JOHN D. MURPHY and JOHN J. RILEY, Trustees of M&R Realty Trust under a Declaration of Trust dated July 7, 1969, filed in the Plymouth County Registry District of the Land Court as Document No. 140762, as amended (hereinafter referred to as the "Declarant"), being the sole owner of land with buildings thereon situated on Water Street in Hingham, Plymouth County, Massachusetts, described in Paragraph 1 below, do hereby, by duly executing and recording this Master Deed, submit said land to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, (hereinafter referred to as "Chapter 183A") and does hereby state that it proposes to create, and does hereby create with respect thereto, a condominium to be known as Water Street Condominium (hereinafter referred to as the "Condominium") to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land. A certain parcel of land with the buildings thereon shown on a certain plan entitled "Confirmation Plan of Land in Hingham, Owner: M. Mark Klein, Tr., Lewis W. Perkins & Son, Surveyor" dated April 24, 1964, which said Plan is recorded in the Plymouth County Registry of Deeds in Book 3196, Page 399 (hereinafter referred to as the "Site Plan"), all as more particularly described in Exhibit A attached hereto and made a part hereof, subject to and with the benefit of easements and restrictions noted therein. The aforesaid land, together with the buildings and improvements now or from time to time hereafter erected thereon and all easements, rights and appurtenances belonging thereto (hereinafter collectively referred to as the "Property").

2. Description of Building. The building (hereinafter called "Building") containing the four (4) individual Condominium Units consists of both single story structure at 55 Water Street, and two-story structures at 57, 59 and 61 Water Street, which entire Building is constructed on a concrete slab with wood frame, vinyl siding and an asphalt roof. The individual Units contained in the Building are separately referred to as a "Unit", and collectively referred to as "Units".

3. Description of Units and Their Boundaries. The designation of each Unit, a statement of its location, approximate area, number of rooms and immediate common area to which it has access and its proportionate interest in the common areas and facilities are set forth in Schedule A attached hereto and made a part hereof.

The boundaries of each of the Units with respect to the floors, ceilings and walls, doors and windows therefrom are as follows:

(a) Floors: The upper surface of the subflooring or, in the case of the ground floor, the upper surface of the concrete floor slab;

(b) Ceilings: The planes of the lower surface of the ceiling joist or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters;

(c) Interior Building Walls: The plane of the surface facing such Unit of the wall studs or, where applicable, the surface of the cinder block wall; and

(d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass.

4. Description of the Common Areas and Facilities. The common areas and facilities of the Condominium (hereinafter sometimes referred to as the "Common Elements") consist of the entire Property, designated in Paragraph 1 of this document, including all parts of the Buildings and improvements thereon other than the Units and will include, without limitation, the following:

(a) Said land described in Exhibit "A" annexed hereto;

(b) The foundations, structural columns, girders, beams, vents, supports, party walls, common walls, main walls, corridors, lobbies, foyers, halls, roofs, exterior stairs and stairways, platforms and entrances and exits of the Buildings;

(c) All conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support hereof, and all such facilities contained within any Unit which serve parts of the Condominium of others than the Unit within which such facilities are contained;

(d) The meters and the sillcocks serving Common Elements;

(e) The yards, lawns, gardens, roadways, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures, trees and plants;

(f) The outdoor parking spaces now existing or hereafter to be constructed;

(g) All sewer and drainage pipes and water systems, including appurtenances thereto;

(h) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance or safety of the Buildings; and

(i) All other items listed as such in Chapter 183A and located on the Property.

In addition to and not in limitation of the rights of Unit Owners as elsewhere set forth and as provided in said Chapter 183A, the owner or owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner or owners of all other Units and occupants and subject to like rights and easements appurtenant to such other Units, to use and enjoy the aforesaid Common Elements, subject always, however, to (a) the exclusive rights and easements herein granted to a particular Unit or Units in certain

facilities; (b) the restrictions and other provisions herein set forth; and (c) rules and regulations promulgated by the Board of Managers of the Water Street Condominium Unit Owners' Association (hereinafter defined in Section 9 hereof).

5. Plans. As required by Chapter 183A, simultaneously with the recording hereof, there has been recorded a set of the floor plans of the Buildings showing the layout, location, unit numbers and dimensions of the Units, stating the name of the Building and bearing the verified statement of a registered architect or registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units, as built.

6. Use of Units. Except as hereinafter specifically noted, the Buildings and each of the Units are intended for any use or uses permitted under the applicable zoning ordinance in effect from time to time in the Town of Hingham.

7. Restrictions on Use. Said Units shall be subject to the restrictions that, unless otherwise permitted by an instrument in writing duly executed by the Board of Managers pursuant to provisions of the By-Laws thereof, or unless expressly permitted by the preceding Section 6:

(a) Each Unit shall be used only for purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the Owners of other Units;

(b) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is in violation of the By-Laws of Water Street Condominium Unit Owners' Association (hereinafter referred to as the "By-Laws") or Rules and Regulations of Water Street Condominium Unit Owners' Association (hereinafter referred to as "Rules and Regulations") or which reasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Property by other Unit Owners or occupants or which requires (unless the Board of Managers consent thereto) any alteration or addition to any Common Elements;

(c) No exterior signs of any kind shall be placed on any portion of the Common Elements, except such signs as the Board of Managers may approve, in their sole discretion, which approval shall not be unreasonably withheld, conditioned or delayed;

(d) All maintenance and use by Unit Owners of yards, steps, parking spaces, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the grounds and Buildings without modification;

(e) The following conditions and restrictions shall apply to the tenancing, renting or leasing of Units:

(1) Each and every lease, license and/or tenancy agreement need not be for the entire Unit, but must be in writing and cannot be for a period of less than thirty (30) days;

(2) No Unit may be tenanted, rented, let, leased or licensed for transient or hotel purposes;

(3) Every lease, license or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, Articles of Association, its By-Laws and Rules and Regulations, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Articles of Association and/or said By-Laws and Rules and Regulations shall be a default under said lease, license or tenancy agreement; and

(4) The provisions of the within Subparagraph (e) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law;

(f) No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements;

(g) No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Managers in accordance with the By-Laws, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might:

(1) Result in termination of any such policies;

(2) Adversely affect the right of recovery thereunder;

(3) Result in reputable insurance companies refusing to provide insurance, as required or permitted by the By-Laws; and

(4) Result in an increase in the insurance rate or premium, unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same.

If the rate of premium payable with respect to the policies of insurance taken out by the Board of Managers in accordance with the By-Laws, or with respect to any policy of insurance carried independently by a Unit Owner in the Building, as permitted by the By-Laws, shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest rated Unit in the Buildings, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit Owner or any occupant to a Unit to comply with the requirements of the policies of insurance taken out by the Board of Managers, or as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Master Deed, the By-Laws or the Rules and Regulations, the Unit Owner of that particular Unit shall reimburse the Board of Managers and such other Unit Owners, respectively, for the resulting additional premiums which shall be payable by the Board of Managers or such Unit Owners, as the case may be. The amount of any such reimbursement due the Board of Managers may, without prejudice to any other remedy of the Board of Managers, be enforced by assessing the same to that particular Unit as a common expense under the By-Laws.

(h) No unlawful use shall be made of the Property or any part thereof (including any Unit) and all valid laws, orders, rules and regulations

of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners, or the Board of Managers, as the case may be, whichever shall have the obligation under the By-Laws to maintain and repair the portion of the Property or Unit affected by any such Legal Requirements. Each Unit Owner shall give prompt notice to the Board of Managers of any written notice it receives of the violation of any Legal Requirements affecting his or her Unit or the Property. Notwithstanding the foregoing provisions, any Unit Owner may, at his or her expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Property or Unit which such Unit Owner is obligated to maintain and repair, and the Board of Managers shall cooperate with such Unit Owner in such proceedings, provided that:

- (1) Such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Managers, the Unit Owners' Association and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred;
- (2) Such Unit Owner shall keep the Board of Managers advised as to the status of such proceedings; and
- (3) Such Unit Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Buildings shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Board of Managers may also contest any Legal Requirements without being subject to the foregoing condition as to contest and may also defer compliance with any Legal Requirements, but only subject to the foregoing conditions as to deferral of compliance. The costs and expenses of any contest by the Board of Managers shall be a common expense, as defined in the By-Laws. The amount due the Board of Managers and the Unit Owners' Association under the foregoing obligation of a Unit Owner to defend, save harmless and indemnify the Board of Managers and the Unit Owners' Association may, without prejudice to any remedy of the Board of Managers and the Unit Owners' Association, be enforced by assessing the same to the Unit or Units of such Unit Owner as a common expense under the By-Laws;
- (i) If any governmental license or permit shall be required for the proper and lawful use of business in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Board of Managers or the Unit Owners' Association, the Unit Owner of such particular Unit at his or her expense shall procure and maintain such license or permit, submit the same to inspection by the Board of Managers and comply with all the terms and conditions thereof;
- (j) No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Buildings which might

reasonably be anticipated to cause damage thereto, spread odors or otherwise be offensive;

(k) All business machines and equipment, and all other mechanical equipment installed in any Unit shall be so designed, installed, maintained and used by the Unit Owner and occupant of such Unit, at the expense of such Unit Owner, as to minimize insofar as possible and in any event reduce to a reasonably acceptable level the transmission of noise, vibration, odors and other objectionable transmissions from such Unit.

Said restrictions shall be for the benefit of the Owners of all the Condominium Units and, as the persons in charge of the Common Elements, shall be enforceable solely by the Board of Managers, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Board of Managers at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Paragraph, except such as occur during his or her ownership thereof.

8. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing (i) signed by the Owners of Units entitled to seventy-five (75%) percent of the undivided interests in the Common Elements; (ii) signed and acknowledged by the Board of Managers of the Condominium Association; and (iii) duly recorded with the Plymouth County Registry of Deeds; PROVIDED, HOWEVER, that:

(a) The date which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Units shall be of any force or effect unless the same shall have been signed by the Owners of the Unit so altered.

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled or shall become entitled in the Common Elements shall be of any force or effect unless the same shall have been signed by the Owners of all the Units and said instrument is therein designed as an Amended Master Deed.

(d) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or other recognized lending institution shall be of any force or effect unless the same shall have been assented to by such holder.

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

(f) Notwithstanding anything herein contained to the contrary, the consent of the Unit Owners entitled to at least seventy-five (75%) percent of the undivided interest in the Common Elements and the approval of eligible holders holding mortgages on Condominium Units, which have at least

fifty-one (51%) percent of said undivided interest, shall be required to add or amend any material provisions of the Master Deed which establish, provide for, govern, or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use of the common areas;
- (6) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except as otherwise specifically provided for in this Master Deed;
- (7) Boundaries of any Unit, except as otherwise specifically provided for in this Master Deed;
- (8) The interests in the general or limited common areas;
- (9) Convertibility of Units into common areas or of common areas into Units, except as otherwise specifically provided for in this Master Deed;
- (10) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; and
- (11) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on a Unit.

(g) Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment(s) ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Small Business 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; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant

and acknowledgement of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall be automatically assigned by Declarant to the Board of Managers of the Water Street Condominium Unit Owners' Association at such time as the Declarant no longer holds or controls title to any Unit.

9. Name of Condominium and Name of Establishment of Management Association. The Condominium is to be known as WATER STREET CONDOMINIUM. The Condominium Unit Owners' Association, which will manage and regulate the Condominium established hereby, is the WATER STREET CONDOMINIUM UNIT OWNERS' ASSOCIATION, and is created by Articles of Association to be recorded herewith. Such Articles of Association establish a membership organization of which all Unit Owners shall be members and in which such Owners shall have an interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present Board of Managers are as follows:

Gregory V. Sullivan
59 Water Street
Hingham, Massachusetts 02043

John D. Murphy
62 Derby Street
Hingham, Massachusetts 02043

10. Determination of Percentages in Common Elements. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the then aggregate fair value of all the Units on this date.

11. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building; or (b) alteration or repair of the Common Elements made by or with the consent of the Board of Managers; or (c) as a result of repair or restoration of the Building of a Unit after damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

12. Pipes, Wires, Flues, 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 to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access at reasonable times and upon reasonable notice (except in the event of emergency entry without notice, in which instance the Board of Managers shall have a right of immediate 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.

13. Acquisition of Units by Board of Managers. In the event that (a) any Unit Owner shall convey his or her Unit to the Board of Managers, together

with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively referred to as the "Appurtenant Interests"); (b) the Board of Managers shall purchase at a foreclosure sale or other judicial sale a Unit, together with the Appurtenant Interest; or (c) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use of a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

14. Additions To or Partitions of Units by Unit Owners. A Unit Owner who owns two (2) or more contiguous (vertically or horizontally) Units may physically combine said Units by removing all or a portion of the intervening floor, ceiling or walls and making other appropriately related alterations and improvements. Upon completion, the combined Units shall be treated as one Unit for all purposes, including, without limitation, the determination, assessment and payment of common expenses and for enforcement of liens for such unpaid common expenses. The percentage interest in the ownership of the common areas of the Condominium which appertained to the two (2) or more contiguous Units shall be the percentage interest which appertains to the combined Unit.

A Unit Owner who owns a Unit may physically partition or subdivide (vertically or horizontally) said Unit into two (2) or more Units by installing all or a portion of intervening floors, ceilings or walls and making other appropriately related alterations and improvements. Upon completion, the partitioned or subdivided Units shall be treated as separate Units for all purposes, including, without limitation, the determination, assessment and payment of common expenses and for enforcement of liens for such unpaid common expenses. The percentage interest in the ownership of the common areas of the Condominium for each partitioned or subdivided Unit shall be the interest which appertained to the Unit prior to any partition or subdivision, as divided on a pro rata basis between or among the partitioned or subdivided Units.

The designation of each combined Unit, or in the alternative, the designation of each partitioned or subdivided Unit, as the case may be, a statement of its location, approximate area, number of rooms and immediate common areas to which it has access and its proportionate interest in the Common Elements shall be set forth in an amendment to this Master Deed. Such an amendment shall (i) be signed and acknowledged by the Board of Managers of the Condominium Association, (ii) comply with the requirements of Subparagraphs 8(a), 8(b), 8(d) and 8(e) of this Master Deed and (iii) be duly recorded with the Plymouth County Registry of Deeds.

All such work to combine or partition or subdivide Units shall be done in a good and workmanlike manner, in compliance with industry standards and with all applicable laws, after obtaining all required permits and after obtaining written approval of plans and specifications for the proposed work from the Board of Managers prior to the commencement of such work, and in compliance

with the provisions of the By-Laws relating to additions, alterations or improvements by Unit Owners. To the extent new "as built" plans are required to be prepared and recorded in the Plymouth County Registry of Deeds, all in accordance with Chapter 183A, then the Unit Owners performing such work shall cause such plans to be prepared and recorded. No such work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Water Street Condominium Unit Owners' Association and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work.

15. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations. All present and future Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and Rules and Regulations as they may be amended from time to time, and the items affecting the title to the Property as set forth in Paragraph 1 above. 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, the Unit Deed, the Articles of Association, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property 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 persons 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 or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, Unit Deed, Articles of Association, By-Laws and Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

16. Governing Law. The Units and the common areas and facilities, and the Unit Owners and Condominium Association shall have the benefit of and be subject to the provisions of said Chapter 183A, as from time to time amended, and in all respects not specified in this Master Deed or in said Articles of Association of the Water Street Condominium Unit Owners' Association and the By-Laws and Rules and Regulations set forth therein, shall be governed by provisions of said Chapter 183A, as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to improvements and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

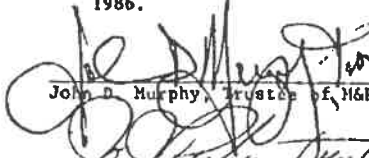
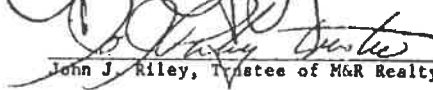
17. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect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

18. 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 the number of violations or breaches that may occur.

19. 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 provision hereof.

20. **Conflicts.** This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws. In case any of the provisions stated above conflict with the provisions of that statute, provisions of the statute will control.

IN WITNESS WHEREOF, the Declarant has caused this Master Deed to be executed this 27th day of August 1986.


John D. Murphy, Trustee of M&R Realty Trust

John J. Riley, Trustee of M&R Realty Trust

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

August 27, 1986

Then personally appeared the above-named John D. Murphy and John J. Riley, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

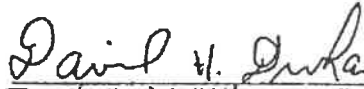

David H. DeHann
My Commission Expires: 9/5/96
Notary Public

EXHIBIT A

Attached To And Forming A Part Of
The Master Deed of Water Street Condominium

DESCRIPTION

The land with the buildings thereon in the Town of Ningham, Plymouth County, Commonwealth of Massachusetts, bounded and described as follows:

WESTERLY by Water Street, 229.35 feet;
NORTHWESTERLY by the junction of said Water Street and Green Street, 60.93 feet;
NORTHEASTERLY by said Green Street, 116.61 feet;
SOUTHEASTERLY by land now or formerly of John W. Kelliher, 154.17 feet; and
NORTHEASTERLY 16.55 feet; and
SOUTHEASTERLY 114 feet, by land now or formerly of Trustees of The New York, New Haven & Hartford Railroad Company, Debtor.

Said premises are shown on Land Court Plan #33307A, a copy of which is recorded with said Plymouth Deeds as Plan No. 286 of 1965 in Book 3196, Page 399.

Being the same premises conveyed to the Declarant by deed from Bruce G. Harden, Trustee of Fidelity Realty Trust by deed dated January 21, 1974 recorded in the Plymouth County Registry of Deeds in Book 3963, Page 566.

ATTACHED TO AND FORMING A PART OF
THE MASTER DEED OF WATER
STREET CONDOMINIUM

SCHEDULE A

UNIT NO.	LOCATION	APPROXIMATE AREA IN SQUARE FEET	NUMBER OF ROOMS	COMMON AREAS FOR ACCESS	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
1	55 Water Street	2738	One	Concrete Front Steps	20%
2	57 Water Street First and Second Floor	4122	Sixteen	Concrete Front Steps	30%
3	59 Water Street First and Second Floor	4988	Sixteen	Concrete Front Steps	29%
4	63 Water Street First and Second Floor	3662	Eight	Concrete Front Steps	21%

REC'D AUG 28 1986 AT 1:20 PM AND RECORDED

The foregoing is a true copy from the
Plymouth County Registry of Deeds.

Book 7071 Page 22
Attest: *John R. Buckley Jr.*
Register

SCHEDULE A

ATTACHED TO AND FORMING A PART OF
THE MASTER DEED OF WATER
STREET CONDOMINIUM

UNIT NO.	LOCATION	APPROXIMATE AREA IN SQUARE FEET	NUMBER OF ROOMS	COMMON AREAS FOR ACCESS	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
1	55 Water Street	2738 15.7	One	Concrete Front Steps	20%
2	57 Water Street First and Second Floor	4122 27.2	Sixteen	Concrete Front Steps	30%
3	59 Water Street First and Second Floor	4988 32.9	Sixteen	Concrete Front Steps	29%
4	63 Water Street First and Second Floor	3662 24.2	Eight	Concrete Front Steps	21%

15,450

REC'D AUG 28 1986 AT 1:20 PM AND RECORDED

Form BR-7
06/29/2023

AFFIDAVIT BY ASSURED

Affidavit #

I/We 57 Water Street LLC of 57 Water Street Suite 2, Hingham, MA 02043 do hereby state that in 06/29/2023, I/We directed Burgin Platner and Company Insurance, LLC my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts.

I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed:

- A. *The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations.*
B. *In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.*

Signature by Assured:

Print Name: 57 Water Street LLC

Date: 7.7.23

THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER

Name of Insured: 57 Water Street LLC Address: 57 Water Street Suite 2, Hingham, MA 02043
Location of Property: 57 Water Street, Hingham, MA 02043
Description: _____
Coverage: COMMERCIAL PROPERTY
Limit: \$ 75,000 Premium \$ 435.00

I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such.

License # 10436605

Signature Cynthia L. Hughes

Date 7/6/2023

A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her.

AFFIDAVIT BY SPECIAL BROKER

I, Thomas DeCotis of DeCotis Specialty Insurance In said county of _____ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 of Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof:

Company	NAIC#	Policy #	Premium
<u>Underwriters at Lloyd's</u>	<u>15792</u>		<u>\$ 435.00</u>

Amendments to Affidavit: () Increase () Decrease

I hereby verify the foregoing statements and declare that they were made under the penalties of perjury.

Thomas J. DeCotis

License # 1789995

Signature _____

Date _____

Original affidavit must be kept in the Special Brokers File and a copy filed with the Division of Insurance of the Commonwealth of Massachusetts within twenty days following date of procurement.

COMMERCIAL PROPERTY QUOTE

Date: 06/29/2023
Applicant Name: 57 Water Street LLC
57 Water Street Suite 2
Hingham, MA 02043

Broker: Cindy Hughes
Burgin Platner and Company Insurance,
LLC
14 Franklin Street
Quincy, MA 02169

Quote Number: SUB167794-01
(Prior Policy #: DSCPR4798)

Policy Period: 07/22/2023 to 01/22/2024

Insured's Operations: LRO 50% Vacant

Carrier: Underwriters at Lloyd's

COMMERCIAL PROPERTY

LOCATION SCHEDULE

1/1 57 Water Street, Hingham, MA 02043

Occupancy

Comm Building-All Other

Year Built

1930

Construction

Frame

PC

4

Location No: 1

Building No: 1

Coverage

	Limit	Cause Of Loss	Valuation	Co Insurance	Premium
Business Income	\$ 55,000	Special		80.00%	\$ 300.00
Improvement & Betterments	\$ 20,000	Special	RCV	80.00%	\$ 110.00

Deductibles:

Location No: 1

Building No: 1

AOP \$ 1,000

TOTAL COMMERCIAL PROPERTY PREMIUM

\$ 410.00

EQUIPMENT BREAKDOWN

Coverage	Limits	Deductible	Premium
EQUIPMENT BREAKDOWN	\$ 75,000	\$ 1,000	\$ 25

PREMIUM SUMMARY

Total Premium	\$ 435.00
MA Surplus lines tax	\$ 17.40
Policy fee	\$ 75.00
Grand Total Including Premium, Fees & Taxes:	\$ 527.40

WATER STREET CONDOMINIUM ASSOCIATION

***59 Water Street
Hingham, MA 02043
(781) 749-4141***

July 18, 2023

Richard Belmore, Manager
57 Water Street LLC
57 Water Street
Hingham, MA 02043

RE: Unit 2 Owner's Share (25%) July 2023 expenses

INVOICE

Flood Insurance \$880.65 x Unit 2 Share (25%)	\$ 220.16
Commercial/General Liability Insurance \$1,029.10 x Unit 2 Share (25%)	\$ 257.27
Troupe Waste & Recycling \$167.50 x Unit 2 Share (25%)	\$ 41.88
Santander Bank, N.A. \$7.50 x Unit 2 Share (25%)	\$ 1.88
Management Fee \$41.67 x Unit 2 Share (25%)	\$ 10.42
Jardim & Marotta, CPA \$1,160.00 x Unit 2 Share (25%)	\$ 290.00

Amount Due Upon Receipt: \$ 821.61

*Please make checks payable to:
Water Street Condominium Association

WATER STREET CONDOMINIUM ASSOCIATION

**59 Water Street
Hingham, MA 02043
(781) 749-4141**

June 16, 2023

Richard Belmore, Manager
57 Water Street LLC
57 Water Street
Hingham, MA 02043

RE: Unit 2 Owner's Share (25%) June 2023 expenses

INVOICE

Flood Insurance \$880.65 x Unit 2 Share (25%)	\$ 220.16 ✓
Commercial/General Liability Insurance \$1,029.10 x Unit 2 Share (25%)	\$ 257.27 ✓
Troupe Waste & Recycling \$167.50 x Unit 2 Share (25%)	\$ 41.88 ✓
Santander Bank, N.A. \$7.50 x Unit 2 Share (25%)	\$ 1.88 ✓
Management Fee \$41.67 x Unit 2 Share (25%)	\$ 10.42 ✓

Amount Due Upon Receipt: \$ 531.61

*Please make checks payable to:
Water Street Condominium Association

WATER STREET CONDOMINIUM ASSOCIATION

**59 Water Street
Hingham, MA 02043
(781) 749-4141**

May 15, 2023

**Richard Belmore, Manager
57 Water Street LLC
57 Water Street
Hingham, MA 02043**

RE: Unit 2 Owner's Share (25%) May 2023 expenses

INVOICE

Flood Insurance \$880.65 x Unit 2 Share (25%)	\$ 220.16 ,
Commercial/General Liability Insurance \$1,029.10 x Unit 2 Share (25%)	\$ 257.27 ,
Troupe Waste & Recycling \$167.50 x Unit 2 Share (25%)	\$ 41.88 ,
Santander Bank, N.A. \$7.50 x Unit 2 Share (25%)	\$ 1.88 ,
Management Fee \$41.67 x Unit 2 Share (25%)	\$ 10.42 ,
Jardim & Marotta – CPA \$210.00 x Unit 1 Share (25%)	\$ 52.50

Amount Due Upon Receipt: \$ 584.11

***Please make checks payable to:
Water Street Condominium Association**

National Grid-24375

Date Type Reference
7/7/2023 Bill June

Original Amt.
25.79

Balance Due
25.79

7/7/2023
Discount

Payment
25.79
25.79

Service to

RICHARD VESEY
57 WATER ST
HINGHAM, MA
02043

S2

Account Number

52824-24375

Next Meter Reading

Jul 27 '23

Bill Date

Jun 28 '23

Rate G-41

Commercial Hea

For Customer Assistance

Please call (800) 732-3400

CURRENT BILL ITEMIZED

In 28 days you used 0 therms:

Jun 28 2023 reading ACTUAL 6855
May 31 2023 reading ACTUAL 6855
CCF Used for METER# 006938444 0

Thermal Factor x1.0280
Total therms used 0

Your Cost is determined as follows:

Minimum Charge \$24.27
\$.8667 per day for 28 days
Distribution Adjustment: .00
0 therms x 0.27370 per therm

GAS DELIVERY CHARGE \$24.27

GAS SUPPLY CHARGE
@ \$.28390 /therm
6.2500 % Sales Tax 1.52

TOTAL CURRENT CHARGES \$25.79

SUMMARY OF CHARGES

Total Current Charges \$25.79
Amount Due Last Bill 48.10
Your Total Payments Since Last Bill. Thank You! -48.10

PLEASE PAY BY Jul 12 \$25.79

If payment received after 07/23/2023
a late payment charge of \$.26
(1.02% of outstanding charges) may be added.

25.79

GAS USE HISTORY

	Days	Therms		Days	Therms
Jun 23	28 Act	0	Nov 22	33 Act	62
May 23	33 Act	13	Oct 22	29 Act	16
Apr 23	30 Act	47	Sep 22	30 Act	4
Mar 23	30 Act	134	Aug 22	32 Act	0
Feb 23	31 Act	183	Jul 22	30 Act	0
Jan 23	31 Act	150	Jun 22	32 Act	0
Dec 22	28 Act	144	May 22	29 Act	12

2635

Payment
25.79
25.79

IMPORTANT MESSAGES

Go paperless and your bill will be delivered to your email.
Visit ngrid.com/paperless to enroll.

For gas consumption from June 01, 2023 to October 31, 2023, the Gas Supply Charge has decreased from last month's charge of \$0.4217 per therm to \$0.2839 per therm.

We understand the impact of rising household expenses and can help you manage your energy bill, save energy and find assistance with our Customer Savings Initiative. Visit ngrid.com/heretohelp

25.79

7672144500
07/2019 01:51 -137-

nationalgrid

TO REPORT A GAS ODOR CALL THE CUSTOMER ASSISTANCE NUMBER ABOVE
www.nationalgridus.com SEE REVERSE FOR ADDITIONAL CUSTOMER INFORMATION

Page 1 of 1

Hingham Municipal Light Plant

Date Type Reference
7/7/2023 Bill June

Original Amt.
145.72

Balance Due
145.72

7/7/2023
Discount

Check Amount

Payment
145.72
145.72



HMLP
RESPONSIVE AND RELIABLE SERVICE

Statement # 1852367

Hingham Municipal Lighting Plant
31 Bare Cove Park Drive
Hingham, MA 02043-2685
www.hmlp.com

MONTHLY STATEMENT

Inquiries concerning your HMLP bill
Email: customerservice@hmlp.com
Tel. (781) 749-0134
Fax (781) 749-1396

WATER ST LLC
57 WATER ST
HINGHAM, MA 02043-2241

Billing Date 06/30/2023

Account Number 507171 - 109747

Service Address 57 WATER ST STE 2, HINGHAM

HISTORY

Month	KWH
Jun-23	73
May-23	114
Apr-23	155
Mar-23	118
Feb-23	133
Jan-23	180
Dec-22	185
Nov-22	155
Oct-22	187
Sep-22	176
Aug-22	169
Jul-22	191
Last Year	184

METER READINGS

Billing Period 05/25/2023 TO 06/27/2023

Meter	Previous	Present	Read Date	Days	Mult	KWH	DEMAND
315894956	36257	36330	05/08/2023-06/07/2023	30	1	73	

ACCOUNT INFORMATION

Previous Balance 35.93
Payment Received (Thank you) -33.52
Prompt Payment Discount -2.41

CURRENT CHARGES

*Customer Charge 10.94
*Cap, Dist. and Trans.(73 X 0.11559) 8.44
Energy Charge(73 X 0.05000) 3.65
PCA(73 X 0.03500) 2.56
Massachusetts State tax 1.60

AMOUNT DUE

Total Current Charges 27.19
Prompt Payment Discount -1.93
TOTAL AMOUNT DUE IF PAYMENT RECEIVED BY 07/15/2023 25.26
TOTAL AMOUNT DUE IF PAYMENT RECEIVED AFTER 07/15/2023 27.19

Customer Message

Rates are changing.
The new rates will be posted
on our website, hmlp.com,
and effective on the
July 31, 2023 invoice.

THE COMMONWEALTH OF MASSACHUSETTS
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

THIS FORM APPROVED BY COMMISSIONER OF REVENUE

Your Preliminary Tax for the fiscal year beginning July 1, 2023 and ending June 30, 2024 on the parcel of real estate described below is as follows:

Town of Hingham
Fiscal Year 2024
Preliminary Real Estate Tax Bill

TAXPAYER'S RECEIPT

Bill No.	71
Prelim. Real Estate Tax	\$3,445.00
Community Preservation Act	\$51.60
SubTotal	\$3,496.60
Payments	\$0.00
1st Quarter Due 08/01/2023	\$1,748.30
2nd Quarter Due 11/01/2023	\$1,748.30

Interest at the rate of 14% per annum will accrue on overpayments from the due date until payment is made

REMINDER: All bills must be received in the Tax Office by 08/01/2023 and 11/01/2023. Postmarks are NOT acceptable.

Pay your bill on line at
WWW.HINGHAM-MA.GOV

PROPERTY DESCRIPTION

57 WATER STREET
Parcel ID 062.0-0002-0022.0

Collector of Taxes

Regular Office Hours

Mon. Wed. Thu. 8:30 AM to 4:30 PM
Tuesday 8:30 AM to 7:00 PM
Friday 8:30 AM to 1:00 PM

Telephone Numbers:

Collector's Office: (781) 741-1408
Assessor's Office: (781) 741-1455

Assessed owner as of January 1, 2023:

57 WATER STREET LLC
57 WATER ST STE 2
HINGHAM MA 02043-2241

Messages:

COLLECTOR'S COPY



TOWN OF HINGHAM
Treasurer-Collector
210 Central Street
Hingham, MA 02043-2765

Fiscal Year 2024 Preliminary Real Estate Tax Bill

Assessed owner as of January 1, 2023:

57 WATER STREET LLC
57 WATER ST STE 2
HINGHAM MA 02043-2241

2nd Quarter Payment
Return This Portion With Your Payment

Parcel ID	062.0-0002-0022.0
PROPERTY ADDRESS	
57 WATER STREET	
Bill No.	71
AMOUNT DUE	\$1,748.38
11/01/2023	

Make Check Payable and Mail To:

Town of Hingham
Collector Of Taxes
P.O. Box 4191
Woburn, MA 01888-4191

06952082024800000071100001748383

COLLECTOR'S COPY



TOWN OF HINGHAM
Treasurer-Collector
210 Central Street
Hingham, MA 02043-2765

Fiscal Year 2024 Preliminary Real Estate Tax Bill

2466 1 AV 0.471 E0003X 1003 D11333718367 S2 P9754689 0001:0001



57 WATER STREET LLC
57 WATER ST STE 2
HINGHAM MA 02043-2241

Make Check Payable and Mail To:

Town of Hingham
Collector Of Taxes
P.O. Box 4191
Woburn, MA 01888-4191

06952082024800000071100001748383

1st Quarter Payment

Return This Portion With Your Payment

Parcel ID	062.0-0002-0022.0
PROPERTY ADDRESS	
57 WATER STREET	
Bill No.	71
AMOUNT DUE	\$1,748.38
08/01/2023	

57 WATER STREET. LLC

900528 000230 000230 1 1 0.4680 0 0 0 0 1 51M2 230



@ Go Paperless!
Sign up for eBilling on
mywater.veolia.us

Hi, 57 WATER ST LLC
This is your 04/04/23 bill.

Account Number
69004972201980



Total Amount Due
\$162.41



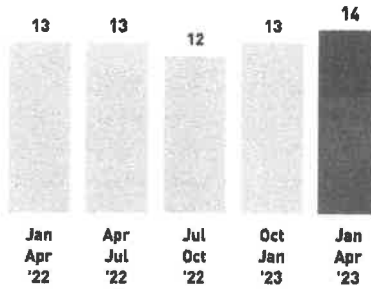
Current Charges Due By
05/04/23

Your Water Usage

for 01/03/23 thru 04/04/23

CCF = Hundreds of Cubic Feet (100 cu. ft. = 748 gallons)

E = Estimated Reading



Your usage is **up**
compared to same time last year.

Next meter reading date: on or about
07/03/2023

57 WATER ST LLC
Service Address
57 WATER ST
HINGHAM MA

Previous Balance	\$157.15
Payments / Credits Since Last Bill	\$157.15CR
Balance Forward	\$0.00
Current Charges	\$162.41
Total Amount Due	\$162.41

Bill details on reverse side

57-H.I.S. Checking 69004972201980 4/15/2023 statement

162.41

PRODUCT SSLT104

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

767214450
EF4784 STKD05 02/07/2019 01:51 -116-

57 WATER STREET, LLC

Hingham Sewer Commission

262

Date Type Reference

Original Amt

Balance Due

6/9/2023

OFFICE OF THE SEWER COMMISSION
TOWN OF HINGHAM
SEWER USE CHARGES

Account No. 2896

Bill date: 05/19/2023

Please retain this portion.

SPRING	FINAL BILL	CURRENT READING	USAGE 100 Cubic Feet	CURRENT CHARGES
SEWER	Fiscal Year 2023	554	51	717.06

Parcel: 62-22-2

Book# 01

Rate: MWRA
Meter#: 0518832225

#1828T5*****AUTO**SCH 5-DIGIT 02018
57 WATER STREET LLC
57 WATER ST STE 2
HINGHAM MA 02043-2241



Payments	-365.56
Total due	351.50
Due date	06/30/2023

Location: 57 WATER STREET

Rate per 100 Cubic Feet	\$14.06	Minimum bill	\$175.00
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If you have any questions regarding this bill,
please call the Sewer Department at 781-741-1430.

If you have questions regarding payment of this bill,
please call the Tax Collector's Office at 781-741-1408.

If you have any questions regarding your water readings,
please call Weir River Water System at 877-253-6665.

IMPORTANT REMINDER: Payments received after the due date are
subject to a 14% interest charge.

Failure to pay sewer charges in full will result in a lien
placed against your Real Estate property tax bill
(Section 16 & 27, CH.83, G.L.).

The current owner of the property is responsible for this bill. If you assumed ownership of
your property after July 1, 2022, an adjustment should have been made at your closing to cover
the seller's portion of the bill. Please check your closing documents or with your attorney.

To pay online, go to www.hingham-ma.gov and click Pay Tax Bills Online!

Make checks payable to "Hingham Sewer Commission".

READINGS Date	FOR CURRENT Reading	BILL Usage
04/06/2022	516	13
07/05/2022	529	13
10/03/2022	541	12
01/03/2023	554	13