

MASTER DEED OF
BEAL'S COVE VILLAGE CONDOMINIUM

Beal's Cove Development, Inc., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 78 Hancock Street, Braintree, Massachusetts, (hereinafter the "Sponsor"), being the sole owner of the land with the building thereon now known as and numbered 1 through 22 Beal's Cove Road, Hingham, Plymouth County, Massachusetts, described below, by the execution and recording of this Master Deed establishing Beal's Cove Village Condominium (hereinafter the "Condominium"), does hereby submit said land together with the buildings and improvements erected thereon and all easements, rights and appurtenances belonging thereto (hereinafter the "Premises"), to the provisions of Chapter 183A of the General Laws (Ter. Ed.) of the Commonwealth of Massachusetts, as amended, (hereinafter "Ch. 183A") and does propose to and does hereby create with respect to the Premises a condominium to be governed by and subject to Chap. 183A, and to that end declares and provides the following:

1. NAME OF THE CONDOMINIUM

The name of the Condominium is "Beal's Cove Village Condominium". The organization through which the Unit Owners will manage and regulate the Condominium pursuant to Ch. 183A has been established under the name of "Beal's Cove Village Condominium Trust" (hereinafter the "Condominium Trust") by a Declaration of Trust of even date recorded herewith. James M. Sullivan is the original and present Trustee (the "Trustee") of the Condominium Trust. The Trustee has enacted By-Laws pursuant to the provisions of the Condominium Trust, (hereinafter the "By-Laws") which By-Laws are recorded herewith.

2. DESCRIPTION OF THE LAND

The land with the buildings thereon now known as and numbered 1 through 22 Beal's Cove Road, situated in Hingham, Plymouth County, Massachusetts, as more fully described in Appendix "A".

3. DESCRIPTION OF THE BUILDINGS

The Condominium consists of one hundred ninety-eight units in twenty-two buildings now known as and numbered 1 through 22 Beal's Cove Road, Hingham, Plymouth County, Massachusetts.

Each building has a poured concrete foundation, is of wood frame construction with a clapboard facing and a peaked asphalt shingle roof, and is two stories above ground level. There are five types of buildings. Building Type A is comprised of four townhouse units. Buildings 1 and 11 are Type A Buildings. Building Type B is comprised of eight one bedroom garden units and two townhouse units. Buildings 2, 3, 4, 6, 7, 10, 12, 15, 19, 20, 21, and 22 are Type B Buildings. There is an office which is common area, attached to the southerly end of Building 21. Building Type C is comprised of eight two bedroom garden units and two townhouse units. Buildings 8, 9, 13, 14 and 18 are Type C Buildings. Building Type D is comprised of eight townhouse units. Building 5 is a Type D Building. Type E Buildings are comprised of six townhouse units. Building 16 and 17 are Type E Buildings. There is a separate building (cabana) which is common area located between the swimming pool and the tennis courts.

4. DESCRIPTION OF THE UNITS

There are three types of units comprising the Condominium, townhouse units, one bedroom garden units and two bedroom garden units.

Each townhouse unit has two levels and is comprised of four rooms, one half-bath (lav.) and one full bath. The first (ground) level has a living dining room, a kitchen and a lav., the second (upper) level has two bedrooms and a full bath and is connected to the first level by a U-shaped internal staircase. Each townhouse unit has two entrances, a main entry in the front, leading to Beal's Cove Road and a rear entry giving access to and egress from a patio through a sliding glass door, both on the first level. The common area of the Condominium to which each townhouse unit has immediate access is the front walk leading to Beal's Cove Road and the patio in the rear.

Each one bedroom garden unit has one level and is comprised of four rooms, i.e. a living room, a dining room, a bedroom, a kitchen, and a full bath. Each two bedroom garden unit has one level and is comprised of five rooms, i.e. a living room, a dining room, two bedrooms, a kitchen and a full bath. Each one and two bedroom garden unit has two entrances each giving access to and egress from a common stairhall. Each one and two bedroom garden unit on the ground level also has a third entrance giving access to and egress from a patio through a sliding glass door. Each one and two bedroom garden unit on the second level has access to a balcony through a sliding glass door.

The unit designation, proportionate interest in common areas and approximate area for each unit of the Condominium is

set forth in Appendix "B".

The proportionate interest of each unit in the common areas and facilities has been determined by the Sponsor on the basis of the relation which the fair value of each unit on the date of the execution of the Master Deed creating the Condominium, bears to the then aggregate fair value of all of the units.

The layout, location, unit number and dimensions of all of the units is shown on the floor plans, entitled "Beal's Cove Village Condominium" Sheets 1 through 22 by Larkin, Glassman and Prager Associates, Registered Architects recorded herewith, and made a part hereof.

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

- (a) Floors: the upper surface of the sub-floor or on the ground floor, the upper surface of the poured concrete floor;
- (b) Ceilings: the plane of the lower surface of the ceiling joists;
- (c) Walls: the plane of the interior surface of wall studs or furring strips facing the unit;
- (d) Doors: the exterior surface of the door frame and the door;
- (e) Windows: the exterior surface of the window frame and the glass;

All utility pipes, wires and lines, heating, plumbing, gas, electrical and other apparatus or equipment which exclusively serve a unit and are located within the boundaries of said unit shall form a part of that unit.

Each unit shall have the appurtenant right to use, in common with the owners of other units served thereby, such entrances to and from Beal's Cove Road, the yards, walkways, stairways and corridors which serve as access to and egress from such unit, as well as all utility lines and other common facilities located in any of the other units or in the common areas described in Section 5 hereof and serving that unit. Except as hereinafter otherwise provided, nothing herein shall

be construed to limit the right of any Unit Owner to use common areas and facilities in accordance with the intended purposes thereof.

5. DESCRIPTION OF THE COMMON AREAS AND FACILITIES

The common areas and facilities of the Condominium shall include such areas and facilities as are listed in Section 1 of Ch. 183A or are shown as such on the floor plans and which are not within a unit or units as described in Section 4 above. Without limiting the generality of the foregoing, the common areas and facilities shall include all utility lines, mains, pipes and wires contained within the common areas and/or within any unit except those which exclusively serve and are located within the boundaries of such individual unit. The common areas and facilities shall also include the swimming pool, tennis courts and the building (cabana) located between them as well as the office attached to the southerly end of Building 21.

6. EXCLUSIVE RIGHT TO USE OF COMMON AREA

The provisions of Section 7 to the contrary notwithstanding, there shall be appurtenant to each unit, the exclusive right and easement to use that patio or balcony which is adjacent to such unit, and to which such unit has immediate, direct access.

7. UNITY OF THE COMMON AREAS AND FACILITIES

The common areas and facilities shall remain undivided. No Unit Owner or any other person may bring any action for partition or division of any part thereof unless the Premises have been removed from the provisions of Ch. 183A in the manner provided for in Section 19 thereof, or have suffered a casualty loss, the repair or restoration of which requires agreement of the Unit Owners as provided in Section 17 of Ch. 183A and in the By-Laws, which agreement has not been reached and evidence thereof executed as therein provided. Notwithstanding the foregoing, nothing in this Section 7 shall be deemed to limit the right of the Sponsor to grant exclusive rights and easements to use portions of the common areas and facilities described in Section 1 of Ch. 183A, and in Section 5 hereof.

8. USE OF THE BUILDING AND UNITS

The units comprising the Condominium shall be used only for residential purposes. Each one bedroom unit shall be occupied by not more than three persons, each two bedroom unit shall be occupied by not more than four persons.

A. Any unit may be rented or leased by the owner thereof; provided however, that every lease, license or tenancy agreement for a unit shall be in writing and shall include a provision requiring said tenant or occupant to comply with all applicable terms and conditions of this Master Deed, the Condominium Trust and the By-Laws. Every Unit Owner entering into such a tenancy agreement shall deliver to such tenant or occupant, and append to such lease, license or tenancy agreement, a copy of such applicable terms and conditions. No unit shall be rented or leased for a period of less than thirty (30) days.

B. All parking spaces may be used only for parking of private automobiles, motorcycles and non-commercial vans and recreational vehicles for the personal use of the unit owners or tenants, their immediate family and guests. No trucks, boats, trailers (whether capable of independent operations or attached to an automobile or other vehicle), commercial vehicles and the like may be parked in the parking spaces without the written consent of the Trustees. Only one vehicle per parking space is allowed, except that more than one motorcycle may occupy one parking space. Every vehicle shall be parked within the lined area of a parking space.

9. RIGHTS OF MORTGAGEES - FNMA AND FHLMC PROVISIONS

Notwithstanding anything in the Master Deed, the Condominium Trust and the By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record with respect to the units, or any insurer or governmental guarantor of such first mortgage (hereinafter "First Mortgagee(s)") and shall be enforceable by any First Mortgagee:

A. Notwithstanding any right of first refusal which may hereafter be added to this Master Deed, the Condominium Trust or the By-Laws, said right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of a foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii).

B. Any party who takes title to a unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from such right of first refusal as to such purchase.

C. Any First Mortgagee who obtains title to a unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such unit's unpaid common expenses or dues which accrue prior to the acquisition of title to such unit by such First Mortgagee.

D. Unless (a) 67% in number of the First Mortgagees of all units, and (b) the Eligible First Mortgagees as defined in Section 9G (vii) infra., holding mortgages on units having in the aggregate, 67% in interest of the common areas and facilities, have given their prior written consent, the Unit Owners and the Trustees shall not:

- (i) by any act or omission, seek to abandon or terminate the Condominium;
- (ii) change the pro rata interest or obligation of any unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each unit in the common areas and facilities; or
- (iii) partition or subdivide any unit; or
- (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities provided that the granting of easements for public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- (v) use hazard insurance proceeds on account of losses to either the units or the common areas and facilities other than for repair, replacement, or reconstruction thereof except as otherwise provided in the Trust and Section 17 of Chap. 183A; or
- (vi) enact an amendment to this Master Deed, the Condominium Trust or the By-Laws, which would effect any of the following:

- (a) voting rights;
- (b) assessments, assessment liens or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of common areas;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the general or limited common areas, or rights to their use;
- (f) boundaries of any unit;
- (g) convertibility of units into common areas or of common areas into units;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of units;
- (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
- (l) a decision by the Trustees to establish self management when professional management had been required previously by an Eligible First Mortgagee;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Master Deed, Condominium Trust or the By-Laws;
- (n) any action to terminate or remove the Condominium from the provisions of Chap. 183A after substantial destruction or condemnation occurs;
or

- (o) any provisions that expressly benefit First Mortgagees as hereinbefore defined.

E. Consistent with the provisions of Chap. 183A, all taxes, assessments, and charges which may become liens, prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.

F. In no event shall any provision of this Master Deed, The Condominium Trust or By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the common areas and facilities.

G. Any First Mortgagee, upon written request made to the Trustees, shall be entitled to:

- (i) written notification from the Trustees of any default by its borrower who is an owner of a unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust and/or By-Laws which default is not cured within sixty (60) days;
- (ii) inspect at all reasonable times all books and records of the Condominium Trust including but not limited to current copies of the Master Deed, the Condominium Trust and the By-Laws as amended, and current financial statements;
- (iii) receive an audited annual financial statement of the Condominium Trust free of charge, within a reasonable time following the end of any fiscal year of the Condominium Trust;
- (iv) receive written notice of all meetings of the Unit Owners and be permitted to designate a representative to attend all such meetings;
- (v) receive prompt written notification from the Trustees of any damage by fire or other casualty or any proposed taking by condemnation or eminent domain of the unit upon which the First Mortgagee holds a first mortgage, or a material portion of the common areas and facilities; and

- (vi) receive notice of the lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees; and
- (vii) receive written notice of any proposed action which, under the provisions hereof, requires the consent of any First Mortgagee; any First Mortgagee so requesting notice, shall herein be known as an "Eligible First Mortgagee".

H. No agreement for professional management of the Condominium or any other contract may exceed a term of three (3) years and any such agreement shall provide for termination at any time by either party without cause and without payment of a termination fee or any other penalty on ninety (90) days or less written notice.

I. The Trustees shall maintain a separate adequate reserve account for maintenance, repair and replacement of those portions of the common areas and facilities that must be replaced on a periodic basis, which reserve account shall be maintained by regular installments rather than by special assessments. In addition, a separate working capital account shall be established by said Trustees, equal to at least one-sixth of the estimated annual common area maintenance budget for the Condominium. The purpose of the working capital account is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

The Sponsor intends that the provisions of this Section 9 shall comply with the requirements of governmental instrumentalities which purchase, insure or guarantee condominium mortgage loans, and all questions with respect thereto shall be resolved in a manner consistent with that intention.

10. ENCROACHMENTS

If any portion of the common areas or facilities encroaches upon any unit or if any unit encroaches upon the common areas and facilities or another unit either presently or as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Premises, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

11. AMENDMENT OF THE MASTER DEED

Subject to the rights of mortgagees as provided in Section 9, supra, this Master Deed may be amended from time to time by a written instrument consistent with the provisions of Ch. 183A and executed by (i) Unit Owners holding in the aggregate 75% in interest of the undivided ownership of the common areas and facilities, and (ii) by the holder or holders of any outstanding first mortgage of record upon any unit the owner of which has voted so to amend this Master Deed setting forth such holder's assent to such amendment. Any instrument amending this Master Deed shall have no force and effect unless and until recorded with said Plymouth Deeds.

12. WAIVER

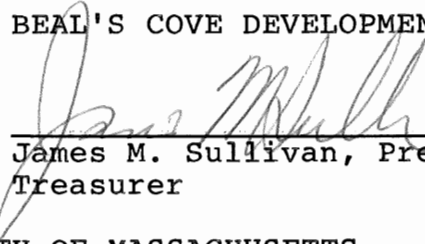
No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of failure to enforce the same.

13. INVALIDITY

The invalidity of any provision of this Master Deed shall be deemed not to impair or affect in any manner the validity, enforceability or effect of any other provision hereof 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.

EXECUTED under seal this 12th day of December, 1986.

BEAL'S COVE DEVELOPMENT, INC.



James M. Sullivan, President and Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

December 12 1986

Then personally appeared the above named James M. Sullivan, President and Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Beal's Cove Development, Inc., before me


Notary Public
C.D. Tadema-Wielandt
My commission expires: 05/28/87

APPENDIX "A"

A certain parcel of land in Hingham, Plymouth County, Massachusetts, with all of the buildings and appurtenances thereon, being described as follows:

Beginning at a concrete bound on the southerly sideline of Beal Street, said point being the property line corner between the land of the Town of Hingham and the northwest corner of the parcel:

thence along the southerly sideline of Beal Street S 60° 30'16" E a distance of two hundred seventy-four and 61/100 feet (274.61')

thence continuing along the southerly sideline of Beal Street S 64° 24'17" E a distance of three hundred sixty and 00/100 feet (360.00')

thence turning and running along land of Hingham Property Trust S 25° 35'43" W a distance of one hundred ten and 00/100 feet (110.00')

thence turning and running S 15° 32'14" E a distance of four hundred twenty and 00/100 feet (420.00')

thence turning and running S 74° 27'45" W a distance of one hundred forty-five and 00/100 feet (145.00')

thence turning and running S 28° 21'28" W a distance of two hundred ninety-five and 00/100 feet (295.00')

thence turning and running S 61° 38'32" E a distance of seventy and 00/100 feet (70.00')

thence turning and running S 28° 21'28" W a distance of two hundred and 00/100 feet (200.00')

thence turning and running N 61° 38'32" W a distance of seventy and 00/100 feet (70.00')

thence turning and running S 83° 06'20" W a distance of one hundred twenty-one and 64/100 feet (121.64')

thence turning and running S 29° 00'00" W a distance of four hundred ninety-nine and 99/100 feet (499.99')

thence turning and running along the land of the Town of Hingham N 6° 00'00" W a distance of six hundred fifty and 00/100 (650.00')

thence turning and running along a curve to the right having a radius of seven hundred fifty and 00/100 feet (750.00'), a distance of three hundred twenty-nine and 56/100 feet (329.56')

thence turning and running N 28°21'27" E a distance of one thousand two hundred forty and 00/100 feet (1,240.00') to the point of beginning.

Said parcel is shown as Lot 4, containing 5.347 acres, Lot 5, containing 11.278 acres, Lot 6, containing 3.445 acres, Beal's Cove Road and a portion of Tucker's Lane on sheet 2 on a plan entitled "Plans of Hingham Landing, Hingham, Mass.", dated May 2, 1977 by H.W. Moore Associates, Inc., recorded with the Plymouth Registry of Deeds as Instrument No. 5452 of February 16, 1978, Plan No. 85 of 1978.

Said premises are conveyed subject to and with the benefit of (a) terms and provisions of a License Agreement between Town of Hingham and Trustees of Hingham Property Trust dated November 22, 1977, recorded with said Deeds on February 10, 1978 as Instrument No. 5455; and (b) terms and provisions of a Grant of Easement from James M. Salah to Trustees of Hingham Property Trust dated September 19, 1977, recorded with said Deeds in Book 4392, Page 146.

Said premises are also conveyed subject to the following:

1. Hingham Planning Board letter of approval dated August 23, 1977, accompanying the plan referred to in Item 2 below recorded with said Deeds in Book 4407, Page 79.
2. Drainage and sewer easements shown on the plan entitled "Plans of Hingham Landing, Hingham, Massachusetts," Developer Hingham Property Trust; Engineer H.W. Moore Associates, Inc., by Harold William Moore dated May 2, 1977 and recorded with said Deeds as Plan No. 85 of 1978.
3. Reservations and easements set forth in deed of Trustees of Hingham Property Trust to Beal's Cove Associates dated March 29, 1978 and recorded with said Deeds in Book 4427, Page 117.
4. Terms and provisions of Notice of Variance issued by the Town of Hingham to Trustees of Hingham Property Trust dated October 28, 1977, recorded with said Deeds in Book 4392, Page 124.
5. Terms and provisions of a special permit and variance issued by the Town of Hingham to Beal's Cove Associates dated July 25, 1985, recorded with said Deeds in Book 6850, Page 147.

Being the same premises conveyed to the Sponsor by deed dated November 12, 1986 recorded with said Deeds in Book 7280, Page 181 .

APPENDIX "B"

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
1A	TH	1,092	.006193
1B	TH	1,088	.006193
1C	TH	1,090	.006193
1D	TH	1,095	.006193
2A	G	742	.004243
2B	G	733	.004243
2C	G	753	.004243
2D	G	744	.004243
2E	TH	1,083	.006193
2F	TH	1,078	.006193
2G	G	733	.004243
2H	G	740	.004243
2J	G	745	.004243
2K	G	756	.004243
3A	G	744	.004243
3B	G	735	.004243
3C	G	757	.004243
3D	G	748	.004243
3E	TH	1,090	.006193
3F	TH	1,090	.006193
3G	G	735	.004243
3H	G	745	.004243
3J	G	752	.004243
3K	G	758	.004243

TH = Town House Unit

G = One Bedroom Garden Unit

G2 = Two Bedroom Garden Unit

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
4A	G	747	.004243
4B	G	736	.004243
4C	G	756	.004243
4D	G	748	.004243
4E	TH	1,093	.006193
4F	TH	1,091	.006193
4G	G	739	.004243
4H	G	749	.004243
4J	G	748	.004243
4K	G	758	.004243
5A	TH	1,099	.006193
5B	TH	1,092	.006193
5C	TH	1,088	.006193
5D	TH	1,093	.006193
5E	TH	1,092	.006193
5F	TH	1,090	.006193
5G	TH	1,090	.006193
5H	TH	1,092	.006193
6A	G	750	.004243
6B	G	735	.004243
6C	G	748	.004243
6D	G	750	.004243
6E	TH	1,085	.006193
6F	TH	1,087	.006193
6G	G	735	.004243

TH = Town House Unit

G = One Bedroom Garden Unit

G2 = Two Bedroom Garden Unit

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
6H	G	748	.004243
6J	G	743	.004243
6K	G	757	.004243
7A	G	746	.004243
7B	G	736	.004243
7C	G	756	.004243
7D	G	750	.004243
7E	TH	1,092	.006193
7F	TH	1,090	.006193
7G	G	737	.004243
7H	G	744	.004243
7J	G	749	.004243
7K	G	756	.004243
8A	G2	939	.005218
8B	G2	930	.005218
8C	G2	942	.005218
8D	G2	930	.005218
8E	TH	1,086	.006193
8F	TH	1,087	.006193
8G	G2	931	.005218
8H	G2	939	.005218
8J	G2	930	.005218
8K	G2	942	.005218
9A	G2	944	.005218
9B	G2	934	.005218

TH = Town House Unit

G = One Bedroom Garden Unit

G2 = Two Bedroom Garden Unit

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
9C	G2	944	.005218
9D	G2	934	.005218
9E	TH	1,086	.006193
9F	TH	1,091	.006193
9G	G2	933	.005218
9H	G2	938	.005218
9J	G2	929	.005218
9K	G2	944	.005218
10A	G	745	.004243
10B	G	737	.004243
10C	G	756	.004243
10D	G	747	.004243
10E	TH	1,091	.006193
10F	TH	1,085	.006193
10G	G	738	.004243
10H	G	744	.004243
10J	G	750	.004243
10K	G	757	.004243
11A	TH	1,092	.006193
11B	TH	1,088	.006193
11C	TH	1,087	.006193
11D	TH	1,101	.006193
12A	G	747	.004243
12B	G	736	.004243
12C	G	758	.004243

TH = Town House Unit

G = One Bedroom Garden Unit

G2 = Two Bedroom Garden Unit

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
12D	G	747	.004243
12E	TH	1,084	.006193
12F	TH	1,087	.006193
12G	G	735	.004243
12H	G	744	.004243
12J	G	748	.004243
12K	G	755	.004243
13A	G2	946	.005218
13B	G2	936	.005218
13C	G2	943	.005218
13D	G2	936	.005218
13E	TH	1,087	.006193
13F	TH	1,088	.006193
13G	G2	935	.005218
13H	G2	942	.005218
13J	G2	936	.005218
13K	G2	945	.005218
14A	G2	945	.005218
14B	G2	937	.005218
14C	G2	945	.005218
14D	G2	939	.005218
14E	TH	1,090	.006193
14F	TH	1,088	.006193
14G	G2	937	.005218
14H	G2	938	.005218

TH = Town House Unit

G = One Bedroom Garden Unit

G2 = Two Bedroom Garden Unit

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
14J	G2	935	.005218
14K	G2	941	.005218
15A	G	750	.004243
15B	G	739	.004243
15C	G	757	.004243
15D	G	748	.004243
15E	TH	1,090	.006192
15F	TH	1,089	.006192
15G	G	736	.004243
15H	G	745	.004243
15J	G	746	.004243
15K	G	756	.004243
16A	TH	1,092	.006192
16B	TH	1,085	.006192
16C	TH	1,085	.006192
16D	TH	1,078	.006192
16E	TH	1,085	.006192
16F	TH	1,102	.006192
17A	TH	1,096	.006192
17B	TH	1,090	.006192
17C	TH	1,086	.006192
17D	TH	1,088	.006192
17E	TH	1,087	.006192
17F	TH	1,095	.006192
18A	G2	936	.005218

TH = Town House Unit

G = One Bedroom Garden Unit

G2 = Two Bedroom Garden Unit

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
18B	G2	929	.005218
18C	G2	936	.005218
18D	G2	928	.005218
18E	TH	1,083	.006193
18F	TH	1,083	.006193
18G	G2	926	.005218
18H	G2	942	.005218
18J	G2	930	.005218
18K	G2	934	.005218
19A	G	744	.004243
19B	G	734	.004243
19C	G	753	.004243
19D	G	747	.004243
19E	TH	1,076	.006193
19F	TH	1,078	.006193
19G	G	732	.004243
19H	G	743	.004243
19J	G	744	.004243
19K	G	752	.004243
20A	G	743	.004243
20B	G	736	.004243
20C	G	752	.004243
20D	G	748	.004243
20E	TH	1,083	.006193
20F	TH	1,074	.006193

TH = Town House Unit

G = One Bedroom Garden Unit

G2 = Two Bedroom Garden Unit

<u>Unit</u>	<u>Unit Type</u>	<u>Unit Area Square Feet</u>	<u>Unit Common Area Percentage</u>
20G	G	734	.004243
20H	G	742	.004243
20J	G	746	.004243
20K	G	753	.004243
21A	G	730	.004243
21B	G	736	.004243
21C	G	745	.004243
21D	G	740	.004243
21E	TH	1,077	.006193
21F	TH	1,089	.006193
21G	G	736	.004243
21H	G	742	.004243
21J	G	746	.004243
21K	G	752	.004243
22A	G	742	.004243
22B	G	735	.004243
22C	G	754	.004243
22D	G	748	.004243
22E	TH	1,081	.006193
22F	TH	1,072	.006193
22G	G	736	.004243
22H	G	741	.004243
22J	G	745	.004243
22K	G	751	.004243

TH = Town House Unit
G = One Bedroom Garden Unit
G2 = Two Bedroom Garden Unit

REC'D DEC 15 1986 AT 10-33 AM AND RECORDED

FIRST AMENDMENT TO
MASTER DEED OF
BEAL'S COVE VILLAGE CONDOMINIUM
HINGHAM

Beal's Cove Development, Inc., a Massachusetts corporation having its principal place of business in Braintree, Norfolk County, Massachusetts, being the owner of all of the units and 100% in interest in the common areas and facilities of Beal's Cove Village Condominium, a condominium created pursuant to the provisions of Massachusetts General Laws, Ch. 183A as amended, by Master Deed dated December 12, 1986, recorded on December 15, 1986 with Plymouth County Registry of Deeds in Book 7339, Page 001, does hereby amend said Master Deed, pursuant to Section 11 thereof, as follows:

1. Section 9(D) vi is amended by deleting in the third line thereof the word "effect" and inserting in its place the word "affect".
2. Section 11 is amended by deleting in the fourth line thereof the number "75%" and inserting in its place the number "67%".
3. Section 11 is further amended by adding at the end thereof, the following:

"Notwithstanding anything herein or in the Condominium Trust or the By-Laws, contained to the contrary, the Sponsor reserves the right and power to record a special amendment ("Special Amendment") to the Master Deed or the Condominium Trust or the By-Laws at any time, and from time to time, (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, 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, or any of them; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units in the Condominium; (iii) to bring the Master Deed, Condominium Trust or the By-Laws into compliance with Ch. 183A; or (iv) to correct clerical or typographical errors in the Master Deed, the Condominium Trust, or the By-Laws, or any

exhibit thereto or any supplement or amendment thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Sponsor to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner; provided, however that no such Special Amendment shall alter the undivided interest of a unit owner in the common areas and facilities. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Sponsor to vote in favor of, make, execute and record Special Amendments. The rights reserved to Sponsor under this section shall terminate at such time as the Sponsor no longer holds or controls title to a Unit."

In all other respects said Master Deed is hereby ratified and confirmed.

Executed under seal this 10th day of April, 1987.

BEAL'S COVE DEVELOPMENT, INC.

by James M. Sullivan
James M. Sullivan, President

by Pamela Sullivan
Pamela Sullivan, Treasurer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

April 10, 1987

Then personally appeared the above named James M. Sullivan, President and Pamela Sullivan, Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Beal's Cove Development, Inc., before me,

C.D. Tadema-Wielandt
Notary Public

C.D. Tadema-Wielandt
My commission expires: 5/28/87