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DECLARATION
OF
34 HEATH STREET CONDOMINIUM TRUST

THIS DECLARATION OF TRUST, made this 27TH day of JULY, 2021, by 34 Heath Street LLC (hereinafter called the "Trustee", which term and any pronoun referring thereto shall be deemed to include her successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I - NAME OF TRUST

The trust hereby created shall be known as 34 HEATH STREET CONDOMINIUM TRUST.

ARTICLE II - THE TRUST AND ITS PURPOSES

2.1 General Purposes. This trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws (hereinafter sometimes referred to as the "Condominium Law") for the purpose of managing and regulating 34 Heath Street Condominium (hereinafter referred to as the "Condominium"), established and created by a Master Deed executed by the owner of the land described therein, dated the same date as the date of this Trust and recorded herewith (such owner being hereinafter sometimes referred to as "Declarant").

2.2 Definitions. Unless the context otherwise requires, the definitions contained in Section 1 of the Condominium Law shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a

partnership or corporation is hereby created and that the Unit owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as conferred upon them as beneficiaries hereunder and under the provisions of the condominium Law.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same, exclusive of the common areas, and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units in the condominium. The beneficial interest of each Unit Owner is set forth in Exhibit C of the Master Deed

ARTICLE III - THE TRUSTEES

3.1 Number of Trustees: Vacancies. With the exception of the time of the inception of the Trust and such time thereafter until all Units are sold, when one Trustee is permitted, there shall at all times be six (6) Trustees. An owner of each individual Unit shall have the right to be or to appoint one Trustee. The appointment of a Trustee shall become effective upon the recording with Middlesex South District Registry of Deeds of a Certificate of Appointment signed by the Declarant, the original Trustee of this Trust, or the Unit Owner appointing such Trustee, together with a Certificate of Acceptance signed by the appointed Trustee, accepting such appointment. The original Trustee(s) shall resign and, if not already appointed, appoint the initial Trustee for each Unit as Successor Trustees within five business days of the sale of the last remaining unsold unit.

If any Unit Owner has not otherwise designated a Trustee on his/her/its behalf, then

the first named grantee pursuant to any sale or other transfer of such Unit shall automatically be deemed to be appointed as Trustee for such Unit without the need for executing or recording of any further Certificate of Appointment of Trustee.

If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the (1) application of any Unit Owner or Trustee and (2) notice to all Unit Owners and Trustees and to all other parties in interest, if any, to whom the court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretions, and duties hereby conferred or imposed upon the Trustees.

3.2 Action by Majority. With the exception of the time of the inception of the Trust and such time thereafter until all Units are sold, in any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by a majority vote at any duly called meeting at which a quorum is present as provided in Section 5.8.3 of Article V; provided, however, that in no event shall a majority consist of less than four (4) Trustees hereunder, and, if and whenever the number of Trustees hereunder shall become less than four (4), the then remaining or surviving Trustees, if any, shall have no power or authority whatsoever to act with respect to the administration of the Trust hereunder or to exercise any of the powers hereby conferred except as provided in the provisions of Section 1 of Article III pertaining to the

appointment of Trustees. The Trustees may also act without a meeting by instrument signed by a majority of Trustees.

In the event the Trustees cannot resolve any issue by majority vote and such dispute shall not be resolved within thirty (30) days, the Trustees shall submit the matter to arbitration by choosing a mutually agreed upon arbitrator. In the event the Trustees are not able to mutually agree on one arbitrator, then either of the opposing groups of Trustees may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by each opposing group of Trustees, and a final arbitrator shall be designated by the arbitrators so designated by each opposing group of Trustees, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

3.3 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to the other Trustees and by recording with said Registry of Deeds at anytime, an instrument in writing signed and acknowledged by him or her. A Trustee may be removed by the recording of an instrument in writing with the Registry of Deeds executed by all owners of the Unit for which such Trustee was appointed, with or without cause, and the vacancy among the Trustees caused by such removal shall be filled in the manner above provided.

Upon any sale or other transfer of any Unit, the Trustee designated by such Unit shall automatically be deemed to have resigned as Trustee, without the need for executing or recording of any further Certificate of Resignation of Trustee.

3.4 No Bond By Trustees No Trustee named or appointed, as hereinbefore provided, original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of his duties hereunder, provided, however, that a Unit Owner

entitled to one hundred (100%) percent of the beneficial interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the condominium.

3.5 Compensation of Trustees. The Trustees shall not be entitled to compensation for their services but shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the trust property, which expenses shall constitute common expenses of the condominium.

3.6 No Liability if in Good Faith. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of his action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more than one of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

3.7 Self-Dealing. Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit Owners and themselves or any or all of the individuals from time to time constituting the Trustees, or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm or corporation thus

contracting with the Trust shall thereby derive personal or corporate profit or benefits or otherwise; provided, however that the fact of the interest of such Trustee must be disclosed to the Trustees and that such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or any co-partnership or corporation in which he may be in anyway interested.

3.8 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of the condominium Law. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

3.9 Arbitration.

If a dispute arises in connection with the administration of the Trust that is unresolvable after 7 days, each Trustee agrees to submit said dispute to arbitration in the manner hereinafter specified.

- a. Any Trustee may demand such arbitration by giving written notice thereof to the other Trustees and shall in such notice appoint as arbitrator a person qualified and experienced in the subject matter of the dispute (an 'Arbitrator'). Within

twenty (20) days thereafter, the other Trustees shall by written notice to the Trustee giving the original notice, appoint as arbitrator a second Arbitrator. The Arbitrators thus appointed shall within fifteen (15) days after the appointment of the second Arbitrator appoint a third Arbitrator ('Neutral Arbitrator') and such Neutral Arbitrator shall as promptly as possible resolve such dispute.

- b. If the second Arbitrator shall not have been appointed as aforesaid, the first Arbitrator shall alone proceed to determine such matter.
- c. If the two Arbitrators appointed by the Trustees shall be unable to agree upon the selection of the Neutral Arbitrator within fifteen (15) days after the appointment of the second Arbitrator, they or either of them shall give written notice of such failure to agree to the Trustees, and, if the Trustees fail to agree upon the selection of the Neutral Arbitrator within forty-five (45) days after the Arbitrators appointed by the Trustees give notice as aforesaid, then the Trustees may apply for appointment to a court of competent jurisdiction.
- d. The Trustees shall be entitled to present evidence to the Arbitrators in support of their respective positions.
- e. The Arbitrators may not make any determination inconsistent with any of the terms of this Trust or deprive any Trustee thereto of any right in this Trust or decide any matter other than the specific issue referred to arbitration as herein provided.
- f. The determination of the Neutral Arbitrator, or sole Arbitrator, as the case may be, shall be conclusive upon the Trustees. The Neutral Arbitrator, or the sole

Arbitrator, as the case may be, shall be conclusive upon the Trustees. The Neutral Arbitrator, or the sole Arbitrator, as the case may be, shall give written notice to the Trustees stating her or his determination, and shall furnish to each Trustee a signed copy thereof.

- g. The fees and expenses of the Arbitrator shall be a common expense. Judgment on the award may be entered in any court of competent jurisdiction.

ARTICLE IV - BENEFICIARIES AND BENEFICIAL INTEREST

4.1 Percentage Interests. The beneficiaries shall be the Unit Owners of the condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest pertaining to the Units of the condominium as set forth in Exhibit C of the Master Deed.

4.2 Persons to Vote as Unit Owners. Whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall designate an individual who shall vote the whole beneficial interest of such Unit.

ARTICLE V - BY-LAWS

The provisions of the ARTICLE V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

5.1 Powers of the Trustees The Trustees shall, subject to and in accordance with all applicable provisions of the condominium Law, have the absolute control, management and

disposition of the Trust property (which term, as herein used, shall, insofar as applicable, be deemed to include the common areas and facilities of the condominium) as if they were the absolute owners thereof, free from the control of The Unit Owners. Without limiting the generality of the foregoing, the Trustees shall have full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

5.1.1 To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

5.1.2 To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the trust property or any part of parts thereof, free of all trusts, at public or private sale, for cash or on credit, and in such manner, on such terms, for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to secure the payment of all or any part of the purchase price of any of the trust property so sold or transferred by mortgage and to execute and deliver any deed or other instrument in connection with the foregoing;

5.1.3 To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the possible duration of this Trust, any property or rights to property, real or personal, including, without limiting the generality of the foregoing, any Unit or Units in the condominium, and to own, manage, use and hold such property and such rights;

5.1.4 To borrow or in any other manner raise such sum or sums of money or other property for such purposes, upon such terms and in such manner as they shall deem advisable, and to evidence

the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

5.1.5 To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extends beyond the possible duration of this Trust;

5.1.6 To invest and re-invest the trust property or any part or parts thereof from time to time, including power to invest in any type of security or property which they may deem proper, and without liability for loss, even though such property or such investments may not produce income, may be wasting assets or shall be of a character or in an amount not customarily deemed proper for the investment of trust funds;

5.1.7 To obtain and maintain such casualty and liability insurance on and with respect to the trust property as they shall deem necessary or proper, consistent with the provisions of Section 5.5 hereof;

5.1.8 To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the Trust;

5.1.9 To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the

same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

5.1.10 To vote in such manner as they shall think fit any or all shares in any corporation or trust included in the trust property, and for that purpose to give proxies to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

5.1.11 To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of the Trust that they give such guaranty;

5.1.12 To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

5.1.13 To deposit any funds of the Trust in any bank or trust company, and to withdraw and draw checks on any funds of in accordance with the provisions of Section 5.11 hereof;

5.1.14 To employ, appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper, for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the Trust and may define their respective duties and fix and pay their compensation and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant,

assistant or counsel, any or all of their powers (including discretionary power, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated), all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may from time to time designate from their number a Chairperson, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees for the management and administration of the property and the business of the Trust, or any part or parts thereof; and

5.1.15 Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instrument, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners; and the Trustees shall by the exercise and fulfillment of the powers and the powers and provisions set forth in this ARTICLE V provide for the necessary work of maintenance, repair and replacement of the common areas and facilities and payment therefore.

5.2 Maintenance And Repair Of Units

5.2.1 Each Unit Owner shall be responsible for the proper maintenance and repair of his Unit and the maintenance and repair, including without limitation, of all interior finish walls, ceilings and floors; windows and the interior and exterior portions of window frames; interior window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes,

drains, conduits for water sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages to any and all Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable judgment, determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purposes; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses The Trustees shall be responsible for the proper maintenance, repair, and replacement of the common areas and facilities of the condominium (see Section 5.6 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and any Trustees or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall

be assessed to the Unit Owners as common expenses of the condominium at such times and in such amounts as provided in Section 5.4; provided, however, that if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefore.

5.4 Common Expenses, Profits and Funds.

5.4.1. The Unit Owners, including the Declarants, shall be liable for common expenses and entitled to common profits of the condominium in proportion to their respective percentages of beneficial interest as set forth in ARTICLE IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 5.6, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.2 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such

fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their respective percentages of undivided beneficial interests hereunder, and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, they shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments or statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at a rate equal to the rate of interest charged by Citizens Bank to its most favored customers, which may be called prime rate, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the condominium Law. The Trustees shall determine, in addition, the working capital requirements of the condominium Trust and, from time to time, may establish and set aside as a common charge such amount or amounts as they may deem necessary and/or advisable to establish and maintain adequate working capital and reserves. Simultaneously with the initial purchase of a unit from the Declarant, the purchaser shall make a contribution to the working capital fund of the Condominium Trust in such amount as shall be determined by the original Trustee but in no event less than the proportionate share of one (1) year's insurance premium covering the property attributable to such Unit and two (2) months of common charges. Assessments of the monthly common charges will commence upon the recording of the first unit deed. Until such time as all Units are sold, the Declarant shall be responsible for payment of all operating expenses of the building which are not covered by the monthly common charges payable by

the owners of Units which have been sold, and the Declarant shall be entitled to be reimbursed by the condominium Trust , or, where applicable, by the purchaser(s) of a Unit, for any such expenses paid by the Declarant in advance for which any subsequent Unit owner becomes responsible for a pro rata share thereof upon the initial purchase of any Unit from the Declarant.

5. 4. 3 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of the condominium Law.

5.5 Insurance.

5.5.1 The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming them as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as Insurance Trustees for all of the Unit Owners collectively of the condominium and their respective mortgagees as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the building and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service machinery, apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1 but not including (a) the furniture, furnishings or other personal property of the Unit Owners; or (b) improvements within a Unit made by the Owner subsequent to the first sale of such Unit by the Declarant, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit owner agrees to pay any additional insurance

premiums resulting therefrom. If such agreement is not made, insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to at least one hundred (100%) percent of the replacement value of the insured property for insurance purposes as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees and all such policies shall have an agreed amount endorsement or its equivalent, if applicable, or an inflation guard endorsement.

5. 5. 2 All policies of casualty or physical damage insurance shall insofar as practicable, provide (a) that such policies may not be cancelled, terminated or substantially modified as to amount of coverage or risks covered without at least thirty days written notice to the insureds and first mortgagees; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (c) for waivers of any defense based upon the conduct of any insured; and (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners.

5.5.3 The Trustee or Trustees hereunder designated as Insurance Trustee or

Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 of this ARTICLE V. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.5.4 The Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit Owner in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage; (b) workmen's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise insured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; (c) such other risks as the Trustees in their discretion deem it appropriate to insure; and (d) if there is a steam boiler in operation in the premises, boiler explosion insurance evidenced by the standard form of boiler and machinery policy and providing as a minimum, \$100,000.00 per accident per location. All such insurance shall be such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

5.5.5 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a common expense.

5.5.6 Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.5.1 above and each Unit owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.5.6 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit owners) shall be filed with the Trustees.

5.5.7 Each Unit Owner shall notify the Trustees of all improvements to his or her unit (except personal property other than fixtures) which exceed a total value of \$1,000 within 20 days after the commencement of construction of such improvements and upon receipt of such notice the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.5.1 hereof of any such improvements.

5.6 Rebuilding, Restoration and Improvements...

5.6.1 In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent of the value of the condominium immediately prior to the casualty, and shall notify all Unit Owners of such

determination. If such loss as so determined does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of the Condominium Law. If such loss as so determined exceeds ten percent of such value, the Trustees shall forthwith submit to all Unit owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in discretion deem advisable in order to comply with the provisions of Paragraph (b) of said Section 17.

5.6.2 If and whenever the Trustees shall propose to make any improvement of the common areas and facilities of the condominium, or shall be requested in writing by one of the Unit Owners hereunder to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and (b) a copy of the provisions of Section 18 of the condominium Law. Notwithstanding the foregoing, so long as the Declarants have any beneficial interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements is made by one of the Unit Owners. Upon whichever of the following shall first occur, namely (a) the receipt by the Trustees of such agreement signed by one of the Unit Owners; or (b) the expiration of ninety days after such agreement was first submitted to the Unit Owner, the Trustees shall notify the other Unit owner of the aggregate percentage of Unit Owners who have then signed such agreement. If such percentage exceeds fifty

percent, the Trustees shall proceed to make the improvement or improvements required in such agreement. If such percentage does not exceed fifty percent, then the Unit owner making such request may submit the proposal and request to Arbitration pursuant to paragraph 3.2.

5.6.3 Notwithstanding anything contained in Paragraphs 5.6.1 and 5.6.2, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the condominium or of any Unit or Units or any other determination or action of the Trustees under this Section, and such dispute shall not be resolved within thirty days after such notice, then the matter shall be submitted to arbitration by choosing a mutually-agreed-upon arbitrator. In the event the Trustees and dissenting Owner(s) are not able to mutually agree on one arbitrator, then one arbitrator shall be designated by each opposing party or group, and a third arbitrator shall be designated by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.; and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees and all costs thereof.

5.6.4 If and whenever any Unit Owner shall propose to make an improvement to, or affecting the common areas and facilities of the condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and

compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.7 Rules, Regulations, Restrictions and Requirements.

The Trustees may, at any time and from time to time, adopt, amend, and rescind (without the consent of the Unit owners) administrative rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use, occupancy, and maintenance of the Units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit owners of their Units and of the common areas and facilities.

5.8 Meetings.

5.8.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer and Secretary as hereinbefore provided. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof shall be given at least four days before such meeting to each of the Trustees.

5.8.2 There shall be an annual meeting of the Unit Owners on the third Tuesday in September of each year, commencing with the year 2021, at 7:00 p.m. at the property location in Somerville,

Massachusetts, or at such other reasonable place and time as may be designated by the Trustees by written or verbal notice given to the Unit owners at least seven days prior to the date so designated.

5.8.3 Special Meeting in Place of Annual Meeting. If no Annual Meeting has been held in accordance with the foregoing provisions, a special meeting shall have the same force and effect as if taken at the Annual Meeting. Any such special meeting shall be called as provided in Section 3.5 hereof.

5.8.4 Special Meetings. A special meeting of the Unit Owners may be called at any time by the Trustees. Upon written application of a majority of the Trustees or of Unit Owners holding at least fifty percent (50%) in interest of the Beneficial Interest, the Trustee(s) shall call a special meeting. Each call of a special meeting (including a special meeting in place of an annual meeting) shall state the place, date hour and purposes of the meeting.

5.8.5 Place of Meeting. All meetings of the Unit Owners shall be held at the principal office of the Trust in Massachusetts, or any place in the city or town in which the Building(s) (is) (are) located as the Trustees may designate. Such principal place of business shall be in one of the Buildings unless the Trustees designate some other site in the Commonwealth of Massachusetts by written notice to all Units Owners and each Registered Mortgagee. Any adjourned session of any meeting of the Unit Owners shall be held at the same location as the initial session or at such other locations as is consistent

with the foregoing and as may be designated in the vote of adjournment.

5.8.6 Notice of Meetings. A written notice of each meeting of the Unit Owners, stating the place, date and hour and the purposes (except as otherwise provided herein) of the meeting, shall be given at least five (5) days before the meeting to each Unit Owner, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears in the records of the Trust, and to each Registered Mortgagee (and, if FNMA or FHLMC holds any interest in one or more mortgages of record as may be required from time to time by whichever of FNMA or FHLMC, or both, holds any interest), by mailing it, postage prepaid, to such mortgagee at its usual or last place of business. No Notice of any meeting of Unit Owners need be given to a Unit Owner or mortgagee if a written waiver of notice, executed before or after the meeting by such Unit Owner or mortgagee, as the case may be, or his or its attorney thereunto duly authorized, is filed with the records of the meeting.

5.8.7 Quorum of Unit Owners. At any meeting of the Unit Owners, a quorum shall consist of a majority in interest of all of the Beneficial Interest hereunder, except when a larger quorum is required by law or this Declaration of Trust. Any Meeting may be adjourned from time to time, by a majority in interest of the Beneficial Interest voting, upon question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

5.8.8 Action by Vote. Except when a larger vote is required by law, by this Declaration of Trust or by the Master Deed, at any meeting at which a quorum is present, the Unit Owners may act on a question or fill an office by vote of a majority in interest of the Beneficial Interest voting.

5.8.9 Action by Writing and by Proxy. Any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by writings filed with the records of the meetings of the Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting. Unit owners entitled to vote may vote either in person or by proxy in writing. The Trustees shall make any necessary determination as to the validity of proxies.

5.9 Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit owner by leaving such notice with him at his residence or the condominium or by mailing it, postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least three days prior to the date fixed for which such notice is given, or at such earlier time as may be specified herein for such notice.

5.10 Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the

operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of sixty days of the date of the receipt by him shall be deemed to have assented thereto.

5.11 Checks, Notes, Drafts, and Other Instruments.

Checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust must be signed by at least two of the Trustees, or by any single Trustee or other person or persons to whom such power may at any time or from time to time be delegated by the Trustees.

5.12 Seal. The Trustees may adopt a seal circular in form bearing the inscription 34 HEATH STREET CONDOMINIUM TRUST - but such seal may be altered by the Trustees at their pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.13 Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of DECEMBER or such other date as may from time to time be determined by the Trustees.

5.14 Removal From Condominium Law. Until such time as the Declarants have no beneficial interest hereunder, Unit Owners holding one hundred percent of the beneficial interest

shall be required to approve the removal of the condominium described herein from the provisions of the condominium Law, and thereafter, the provisions of Section 19 of said Law shall apply; provided, however, if the Declarants approve of such removal, the approval of Unit Owners holding at least seventyfour percent percent of the beneficial interest, in the aggregate, shall be required for such removal.

5.15 Total or Partial Condemnation, Loss or Destruction, Termination of Project.

The condominium Trust shall represent the unit estate owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each unit estate owner appoints the condominium Trust as attorney-in-fact for such purposes.

5.15.1 In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the condominium Trust, or any trustee, for the use and benefit of the unit estate owners and their mortgagees as their interests may appear.

5.16 Sale(s) and Mortgage(s) of Units - No Severance of Ownership.

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein (1) the undivided interest in the Common Elements and other rights appurtenant thereto; (2) the interest of such Unit Owner in any Unit previously acquired by the Trustees, or their designee, on behalf of all interest of such Unit Owner in any other assets of the Condominium (all of which are hereunder collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage, or other instrument purporting to affect one or more of the Appurtenant Interests, without including all such interest, shall be deemed and taken to include interest or interests so

omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of the Appurtenant Interests of all Units.

5.16.1 Mortgages of Units.

(a) A Unit Owner who mortgages his Unit or the holder of Unit Owner's Mortgage shall notify the Trustees of the name and address of the holder of such mortgage and shall file a conformed or photocopy of the mortgage with the Trustees, and the Trustees shall maintain such information in a book entitled "Mortgages of Units." The failure of a Unit Owner or the holder of such Unit mortgage to so notify the Trustees or to file a conformed or photocopy with them shall not invalidate the mortgage or any of its provisions or the rights hereunder of any holder of such mortgage.

(b) Notwithstanding anything to the contrary contained herein or in the Master Deed, no holder of a mortgage of a Unit shall be deemed to be entitled to notice from the Trustees hereunder or an opportunity to consent to or approve matters as to which such notice is given unless the Trustees have been given notice of the name and address of such holder and of the Unit covered by such mortgage.

(c) The Trustees, whenever so requested in writing by the holder of a mortgage of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the owner of the mortgaged Unit. In addition, the Trustees shall give prompt written notice to the holder of a first mortgage of record of any default in the performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust, or the Rules and Regulations which is not cured within sixty (60) days.

(d) After having given the Trustees reasonable prior notice, each Unit Owner and holder of any mortgage of a Unit shall be permitted to examine the books of account and records of the Trust and the books of account of any managing agent of the Condominium

relating to the Condominium at reasonable times on business days. Upon request, the Trustees shall furnish each such mortgagee with annual reports of the Trust and other financial data.

(e) If a mortgagee gives written notice to the Trustees that there is default in a mortgage on a Unit held by it, or if a mortgagee gives written notice to the Trustees of an agreement or covenant by a Unit Owner that said mortgagee is to be the proxy of said Unit Owner, then such mortgagee shall be recognized as the proxy of the Unit Owner of such Unit for all matters concerning the Condominium until the mortgagee revokes the same by written notice to the Trustees, or such mortgage is discharged of record; provided, however, that if such mortgagee is not represented at a meeting of the unit owners, then the Unit Owners may, notwithstanding the forgoing, cast the vote attributable to his Unit. If two or more mortgagees of the same Unit give notice or seek to exercise rights hereunder, the mortgagee who in the good faith determination of the Trustees holds the senior lien upon the Unit shall have the rights granted in this paragraph.

(f) The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner may be assigned or transferred in writing to or restricted in favor of, any holder of a mortgage covering that Owner's Unit and the Trustees shall upon written notice thereof from such Unit Owner or mortgagee be bound by any such assignment or transfer which appears of record to be in full force and effect.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons

paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any provisions or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim or for the payment of any debt damage, judgment or decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Section 3.8 hereof or under the provisions of the condominium Law.

6.3 Instruments Subject to Trust Terms. Every note, bond, contract, order,

instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

6.4 Certifications by Trustees for Recording. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate signed and sworn to by said original Trustee, Trustees or any one or more of them which it may be deemed desirable to record may be recorded with the Middlesex South District Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, change of Trustee or Trustees, or the like, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time or any one or more of them, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the original Trustee or Trustees hereunder or any one or more of them, as the case may be, shall, as to all persons, acting in good faith in reliance thereon, be conclusive evidence of the truth of the

statements made in such certificate and of the existence of the facts therein set forth.

6.5 Common Expense Certificate. Notwithstanding any other provisions of this ARTICLE VI, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of section 6 of Chapter 183A, shall be conclusive evidence of the facts stated therein if signed by the original Trustee, all Trustees then in office, or by the Trustee or Trustees who may be so designated by the Trustees for such purpose.

ARTICLE VII – AMENDMENTS AND TERMINATION

7.1 Amendment of Trust. The Trustee(s), with the consent in writing of Unit Owners holding one hundred (100%) percent of the beneficial interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1 Made without the consent of the Declarant prior to the date on which the Declarant ceases to own the units described in the Master Deed, or two years from the date the first unit deed is recorded, whichever first occurs; or

7.1.2 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and

facilities as set forth in the Master Deed; or

7.1.3 Would render this Trust contrary to or inconsistent with any requirements or provisions of the condominium Law.

7.2 Necessity for Recording Amendments, Alterations, Additions, or Changes.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgement of deeds by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or note, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this ARTICLE VII shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the condominium from the provisions of the condominium Law in accordance with the procedure therefore, set forth in Section 19 of said Law as may be modified by Section 5.14 hereof.

7.4 Disposition of Property Upon Termination. Upon termination of this Trust, the Trustees may, subject to and in accordance with the provisions of the condominium Law, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII - CONSTRUCTION AND INTERPRETATION

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular; words denoting males include females, and vice versa; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, and headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted

only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

8.2 Consents. Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld or delayed.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with the condominium Law, then (a) such invalidity shall not impair or affect the validity or enforceability of the other provisions of this Trust; and (b) such conflict shall be controlled by the provisions of the condominium Law applicable thereto.

ARTICLE IX - MISCELLANEOUS

9.1 Records. The Trustees or the manager shall keep records of their actions and financial records and books of account of the Trust, including a chronological listing of receipts and expenditures and a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against the Unit, the date when due, the amounts paid thereon and any balance remaining unpaid. An annual report of the receipts and expenditures of the Trust shall be rendered by the Trustees to all Unit Owners promptly after the end of each fiscal year. An annual financial statement of the Trust shall be rendered by the Trustees to all Unit Owners and all mortgagees

requesting same within ninety (90) days after the end of each fiscal year. In addition, if FNMA or FHLMC holds any interest in one or more mortgages on Units, such annual financial statement shall be audited by and contain the certification of a public accountant if required by whichever of FNMA or FHLMC, or both, holds such interest, the cost of such audit and certification to be charged as a Common Expense to the Unit Owner whose mortgagee requires such audit. Copies of the Master Deed, Rules and Regulations, this Declaration of Trust and floor plans of the Building(s) and Units, as the same may be amended from time to time, and the records of the actions of the Trustees and financial records and books of account of the Trust shall be maintained by the Trustees and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours upon reasonable prior notice.

9.2 Invalidity. The invalidity of any part of this Declaration of Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Declaration of Trust.

9.3 Captions. The Table of Contents and the captions herein are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration of Trust or the intent of any provision thereof.

9.4 Gender. The use of masculine gender in this Declaration of Trust shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

9.5 Waiver. No restriction, condition, obligation, or provision contained in this Declaration of Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

9.6 Conflicts. If any provisions of this Trust shall be invalid or shall conflict with

Chapter 183A, as amended, of the Massachusetts General Laws, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

(a) In the event of a conflict between the Trust and said Chapter 183A, as amended, the provision of Chapter 183A shall control;

(b) In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

(c) In the event of any conflict (other than that set forth in subparagraph (b) of this Section) between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.


9.7 Duration. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedures set forth in Section 19 thereof. Except as otherwise provided herein, the Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A at any annual or special meeting of the Unit Owners by the affirmative vote of one hundred percent (100%) in the Beneficial Interest hereunder, provided that notice of the removal is given in the notice of the meeting and, provided, further, that the holders of all first mortgages on Units consent to such removal by written instrument duly recorded with the Registry.

9.8 Disposition of Trust Property Upon Termination. Upon the termination of this Trust, the Trustees, subject to and in accordance with the provisions of Chapter 183A, may sell and convert into money the whole of the Trust Property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trust and providing for

indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property held by them in trust hereunder, to the Unit Owners according to their respective Beneficial Interest stated in this Trust. In making any sale under this section, the Trustees shall have the power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgement necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

WITNESS my hand and seal this 27th day of JULY, 2021.

34 Heath Street LLC




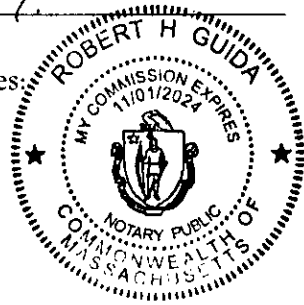
Scott Hardin, Manager
Trustee of 34 HEATH STREET
CONDOMINIUM TRUST

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of July, 2021, before me, the undersigned Notary Public, personally appeared **Scott Hardin, Manager of 34 Heath Street LLC**, as Trustee, personally known to me and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed said Declaration of Condominium Trust voluntarily for its stated purpose.



NOTARY PUBLIC:
My Commission Expires: 

WITNESS my hand and seal this 27th day of July, 2021.

34 Heath Street LLC

Paul Flemming

Paul Flemming, Manager
Trustee of 34 HEATH STREET
CONDOMINIUM TRUST

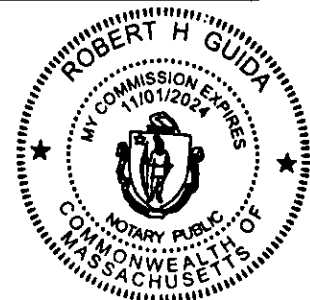
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of July, 2021 before me, the undersigned Notary Public, personally appeared Paul Flemming, Manager of 34 Heath Street LLC, as Trustee, personally known to me and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed said Declaration of Condominium Trust voluntarily for its stated purpose.

Robert H. Guida

NOTARY PUBLIC:
My Commission Expires:



SCHEDULE 'A'

CONDOMINIUM RULES & REGULATIONS

34 HEATH STREET CONDOMINIUM

34 Heath Street
Somerville, Massachusetts

1. No part of the Condominium shall be used for any purposes except those set forth in the Master Deed of even date and recorded herewith.
2. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Condominium Trust (hereinafter "Trust"). Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any area or facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Trust and Master Deed.
3. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the buildings of the Condominium (the "Buildings"), or contents thereof, applicable for those uses permissible under the provisions of the Trust and Master Deed, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on the Buildings or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.
4. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Buildings or Units, and no sign, with the exception of those signs expressly permitted under the Trust, awning, canopy, shutter, satellite dishes, or radio or television antenna (except for the master antenna system, if any) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior written consent of the Trustees.
5. Owners may keep in their Unit no more than one (1) common household pets, or a total of two cats, weighing no more than 50 pounds. A Unit Owner may keep pets meeting these criteria without obtaining the consent of all Unit Owners. A

Unit Owner desiring to keep any pet which does not meet these criteria may do so only with the express written consent of all other Unit Owners.

Household pets permitted pursuant to this section 5 shall be subject to the following Rules and Regulations:

- (1) The Trustees may insist upon any Unit Owner not keeping a pet which the Trustees, in their sole judgment, determine interferes with the rights of Other Unit Owners.
- (2) Such pets may not be kept, bred or maintained for any commercial purposes.
- (3) All household dogs shall at all times wear identification tags.
- (4) Except as may be permitted in clause 5(5) below, household pets shall not be permitted on any grass or garden plot, or in any other portion of the Common Areas and Facilities unless carried.
- (5) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees, if any, for such purpose.
- (6) All wastes generated by such household pets in or on any portion of the Common Area and Facilities or in any Unit shall be immediately removed and properly disposed of through the use of a "pooper-scooper" or other similar means by the Owner of such household pet.
- (6a) Unit owners shall be permitted to own fish, which shall be kept in an aquarium with a total volume not to exceed 55 gallons.
- (7) Each Unit Owner keeping or allowing such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit or the Common Areas and Facilities, is offensive or causes or creates any nuisance or unreasonable disturbance or noise shall be:
 - (i) assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
 - (ii) required by the Trustees to permanently remove such pet from the Condominium upon three (3) days' written notice from the Trustees.
- (8) Upon the receipt of written notification from any Unit Owner as to the violation (the "Pet Violation Notification") of the provisions of this Section (collectively the "Household Pet Provisions"), or upon the Trustees' own

initiative, the Trustees shall, with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the specific nature of such violation, including time, date and location, and the Trustee's authority to levy fines for violating the Household Pet Provisions (the "Household Pet Violation Letter").

Upon receipt of a second Household Pet Violation Notification with respect to any Unit Owner who has previously been sent a Household Pet Violation Letter by the Trustees, the Trustees shall impose a fine of \$25.00 for each day (or part thereof) such violation continues, or in their sole discretion, may arrange for repair and clean-up at the violating Unit Owner's expense. Unpaid repair and clean-up charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit Owned by the violator of the Household Pet Provisions pursuant to the provisions of Section 6 of Chapter 183A.

6. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:
 - (a) May be or may become an annoyance or nuisance to the other Unit Owners or occupants;
 - (b) Will interfere with the rights, comforts or conveniences of other Unit Owners;
 - (c) May or does cause damage to any other Unit or to the Common Areas and Facilities; or
 - (d) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.

Total volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering neighbors.

7. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of the windows or sliding doors of, or on the deck or terrace adjacently to any Unit or exposed on or in any part of the Common Areas and Facilities, and no

clothes lines shall be erected or maintained on or over any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

8. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except with the prior written approval of the Trustees.
9. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees.
10. Each Unit Owner shall keep his Unit and any areas or facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweeping, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing system of any of the Buildings resulting from such misuse shall be paid by the Unit Owner who shall have caused it.
11. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
12. No exterior lighting equipment, fixtures or facilities, shall be attached to or utilized for any Unit without the prior written approval of the Trustees.
13. Any maintenance, repair or replacement of Common Areas and Facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractors or workmen, approved in writing by the Trustees prior to the start of any such work.
14. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
15. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the Trustees, whether for such Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, occupant, and such Trustee, agent,

- employee and the Trustees shall not be liable for any injury, loss, or damage resulting therefrom or connected therewith.
16. No Unit Owner shall alter any lock or install a new lock on any door to any Common Area, Limited Common Area, or right of access area of the premises.
 17. All personal property of the Unit Owners in their respective Unit, or the Common Areas and Facilities, the exclusive use of which is provided to a Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, or Trustee if there be only one, nor their respective successors or assigns, shall bear any responsibility therefore.
 18. No boats, boat trailers, other trailers, mobile homes, vans, motorcycles, trucks or commercial vehicles shall be permitted at the Condominium without the prior written consent of the Trustees; subject, however, to the requirement that any such vehicles shall be parked in the specific Parking Areas designed by the Declarant. No vehicle which cannot operate on its own power shall be permitted on the Condominium property. Storage of any kind is not permitted in the Parking Areas or any other Common Area. Each Unit Owner shall be responsible for any damage caused by their vehicle, and shall pay for the costs of any cleanup or repairs.
 19. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensee, lessees and household pets.
 20. All personal property of the Unit Owners, or any other occupant of a Unit, in the Units, or in the storage areas designated by the Trustees, if any, or in any designated parking spaces, or elsewhere in the Condominium, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or occupant, and the Trustees shall not bear any responsibility therefore.
 21. Upon the receipt of written notification from any Unit Owner as to the violation of any of these Rules and Regulations, or upon the Trustees' own initiative, the Trustees shall with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the text of the Rule and Regulations having been violated, together with a description of the date, time, place and nature of such violation, and the Trustees' authority to levy fines for violating the provisions of the By-Laws.

Upon receipt of a second violation with respect to any Unit Owners who has previously been sent a violation letter by the Trustees, the Trustees shall impose a fine of \$25.00 for each day (or part thereof) such violation continues, or the Trustees, in their sole discretion, may arrange to remedy the violation at the

- violating Unit Owner's expense. All such fines, including those levied under Section 5 hereunder, shall be cumulative. Remedial charges as well as unpaid fines levied pursuant to the provisions of Massachusetts General Laws, Chapter 183A, Section 6, and shall bear interest at the rate of one and one-half (1 ½ %) percent per month.
22. Unit Owners may not rent any unit for transient purposes nor may they display "For Sale" signs in windows of their unit, nor may Unit Owners place displays or advertising in windows or on decks or terraces of such limits. Unit Owners may rent a unit only in accordance with the terms and conditions set forth in Section 9, paragraph (e) of the Master Deed, which stipulates that a unit may be leased, but may only be leased with the approval of all of the Trustees, which approval shall not be unreasonably withheld or delayed.
 23. Unit Owners may not store firewood on decks except in a steel or metal container.
 24. Unit Owners may plant annuals/perennials and shrubbery with the prior written consent of the Trustees in certain areas designated by the Trustees.
 25. Any consent, permission or approval given by the Trustees under these Rules and Regulations may be added to or amended, or repealed at any time by the Trustees in accordance with the provisions of the Declaration of Trust, if applicable, and otherwise in their absolute discretion.
 26. The Unit Owners shall at all times contract for the clearing and/or removal of snow and ice from the common driveway which serves the premises, and the parking spaces included thereon, which services shall include the application of sand and/or salt when necessary. Unless otherwise contracted for, each Unit Owner shall be responsible for the clearing of snow from, and the application of sand and/or salt to, all walkways, steps, staircases, exclusive use driveways, or any other means of ingress to and egress from each respective unit.
 27. These Rules and Regulations may be amended from time to time as provided in the Declaration of Condominium Trust.