



**MASTER DEED
OF
34 HEATH STREET CONDOMINIUM**

The undersigned 34 Heath Street LLC, a duly organized Massachusetts Limited Liability Company (hereinafter referred to as "Declarant"), being the sole owner of certain premises located at 34 Heath Street, Somerville, Middlesex County, Massachusetts, described in Exhibit A attached hereto, (the "premises") by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end the said Declarant hereby declares and provides as follows:

1. Name

The name of the condominium shall be: 34 HEATH STREET CONDOMINIUM

2. Description of the Land

The land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

3. Description of Buildings

The description of the building comprising the condominium, stating the number of stories, the number of Units and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. Description of Units and Unit Boundaries

The condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans. Each Unit is separately metered and has its own electricity, heat, air

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conditioning and hot water heater. The boundaries of the Units as applicable with respect to the floors, doors and windows thereof are as follows:

- a. Roof: The plane of the lower surface of the wooden roof.
- b. Interior Walls: The plane of the interior surface of the wall studs or furring facing each unit.
- c. Exterior walls, doors and windows: As to walls, the plane of the interior surface of the wall stud or furring; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and the window frames.
- d. Floors: The upper surface of the sub-flooring.
- e. Ceiling: The plane of the lower edge of the floor joist.
- f. The boundaries of each unit shall also include all permanently attached items or structures to interior walls, including, but not limited to, kitchen cabinets, countertops, and the like.

5. Common Areas and Facilities

The common areas and facilities of the condominium (hereinafter sometimes called "Common Elements") comprise and will consist of:

(a) The land, together with and subject to all easements, encumbrances, restrictions and appurtenances, described in Exhibit A, subject to all exclusive use areas as shown on the condominium Site Plan;

(b) The yards, lawns, access ways, driveway, entryways and/or walkways designated as a common area , as shown on the condominium Site Plan, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sill cocks, and plants.

(c) Driveways: The driveway which serves the premises from Heath Street shall be a common area to be shared by the Owners of Units 1-6 for access to and from the premises and to the parking spaces for each of said Units. Each Unit Owner shall not at any time obstruct or prevent access by any other Unit Owner to the driveways, or to the

parking spaces for use by any other Unit Owner.

(d) Parking: The owner of each Unit shall have an exclusive easement and right to use one parking space(s) designated as an Exclusive Use Area (E.U.A.) for each respective Unit, as shown on the condominium Site Plan. Three spaces will have Electric Car charging option, those will be on a first come, first serve basis.

(e) Yard Areas: Lawn areas will be designated, as shown on the condominium Site Plan, and will constitute common areas for the use of each unit owner.

(f) Decks & Porches: The owner of each Unit shall have exclusive use of the deck(s) and/or porches attached to each unit, as shown on the condominium Floor Plan. Each unit shall have designated front porch exclusive use area. Unit 1 and Unit 2 shall have exclusive rear patios, Units 3, 4, 5 & 6 shall have exclusive rear decks, all shown on the Floor Plans and Site Plan, 34 Heath Street Condominium, Somerville, Mass.

(g) Basement: All Unit Owners shall have common usage of the basement of the premises, except that each of said Unit Owners shall have a heated, designated, exclusive use storage area within said basement area, as shown on the Condominium Floor Plan. Said exclusive use basement areas shall be subject to the right of the owner of each Unit to access any such area for the sole purpose of gaining access to, for repair, inspection, or maintenance, any common utilities located in any exclusive use area of the basement, including, but not limited to any electrical, plumbing, water, sewer, heating and sprinkler systems, services and equipment.

(h) All areas of the building comprising the condominium and all facilities, installations and improvements thereon which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

(1) The foundation, structural elements, columns, beams, studs, joists, supports, exterior walls, roof, fire walls, walls between the common areas and the Units;

(2) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the condominium other than the Unit within which such facilities are

contained shall be included as common facilities;

(3) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single unit; and

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

(i) All other items listed as such as set forth in Massachusetts General Laws, Chapter 183A and located on the land.

6. Determination of Percentage Interest in Common Elements

The owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C attached hereto for each Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date. Said common areas and facilities, including those common areas to which certain units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of the 34 HEATH STREET CONDOMINIUM TRUST of even date and recorded herewith and the By-Laws set forth therein, hereinafter referred to.

7. Floor Plans and Site Plan

The verified floor plans of the buildings showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, are recorded herewith on a master floor plan prepared by Edward J. Farrell, Professional Land Surveyor, 110 Winn Street, Suite 203, Woburn, Mass., dated June 25, 2021, and entitled "Floor Plans, 34 HEATH STREET CONDOMINIUM, Somerville, Mass.". Also recorded herewith is a site plan by Edward J. Farrell, Professional Land Surveyor, 110 Winn Street, Suite 203, Woburn, Mass., dated June 25, 2021, and entitled "SITE PLAN – 34 HEATH STREET CONDOMINIUM, Somerville, Mass., showing the location of the building, driveways, parking spaces and the exclusive use areas and common use areas on the lot.

8. Intended Use of Building and Units

The purposes for which the building and the Units are intended to be used are as follows:

(a) The Building and each of the Units are intended only for and restricted to residential purposes only. No use may be made of any unit except as a residence for the owner thereof or his permitted lessees and the members of his or their immediate families or for no more than two persons unrelated by blood or marriage; and

(b) Notwithstanding the provisions of Sections 8 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

9. Restrictions on the use of Units

In order to provide for congenial occupancy of the Premises, Units shall be restricted to and shall be in accordance with the following provisions:

- (a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust or the By Laws promulgated pursuant thereto;
- (b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Section 8 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls of other improvement shall be done in good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or

delayed, in conformity with any other reasonable requirement of the Trustees (including without limitation, an indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;

- (c) In order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no balcony awning, screen antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, unless said change is approved by a unanimous vote of all Unit Owners;
- (d) Any construction in or on the common areas or any portions thereof which a Unit Owner individually has an exclusive right to use, must, before construction is begun, be approved by the Trustees in writing, and shall be subject to the same requirement as stated in subparagraph (b) of this Section 9.
- (e) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;
- (f) Owners of the Units may not transfer their units without the appurtenant right to the portions of the Common Elements which they have an exclusive right to use, however, Owners of garage spaces and designated parking spaces may transfer spaces to other Owners of Units or rent such garage spaces and designated parking spaces to Owners of Units or tenants of Owners of Units;
- (g) Unit Owners of the Units, individually, are responsible for the upkeep, maintenance, repair and any service or work necessary for the benefit of his or her Unit, as well as for the upkeep of exclusive

use common areas. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt, or other substance;

- (h) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with the provisions of this Master Deed;
- (i) All maintenance and use by Unit Owners of gardens, porches, decks, balconies, lights and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without modification;
- (j) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units or of other premises entitled to the use or benefit thereof;
- (k) No nuisances shall be allowed on the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents; Domestic, household pets, weighing no more than 50 pounds, are allowed, provided that they are not kept, bred or maintained for any commercial purpose and provided that if such pets are permitted outside of any of the living Units, then they shall at all times be kept on a leash or under direct and immediate voice control; at no time shall such pets be allowed, unattended, on any of the Common Areas. No other animals, livestock, poultry of any kind, shall be kept, raised or bred on any part of the above-described property.
- (l) No Unit Owner shall alter his Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring building(s);
- (m) No improper, offensive or unlawful use shall be made of the Units or

the Common Elements and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed;

- (n) Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the Condominium, relating to any such Unit, and those relating to any Common Elements shall be corrected by the respective Unit Owner(s); in addition, those violations relating to any Common Element to which one or more Unit Owner has an exclusive easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit which has the exclusive easement to that part of the Common Elements which cause such violations;
- (o) For soundproofing purposes, all Units must have carpeting or rugs covering at least fifty percent (50%) of the floor area of each room, except the kitchen and bathrooms, while such Unit is occupied, provided however, that this restriction shall not apply to any room which is not located over a room of another Unit;
- (p) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive rights, any furniture, packages or, objects of any kind; and
- (q) The public halls, corridors, elevators, stair halls and stairways, if any, shall be used for no purpose other than normal transit through them.

The restrictions set forth in Section 9, (1) shall be covenants running with the land, (2) shall be for the benefit of all Unit Owners, (3) shall be administered on behalf of the Unit Owners by the Trustees, (4) shall be enforceable by the Trustees, insofar as permitted by law, (5) may be waived in specific cases by the Trustees (except as to subparagraphs (f), (l), (m) and (n) of this Section 9, (6) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law, and (7) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this

Section 9, except those which occur during his ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both.

10. Amendments

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

- (i) signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interest in the Common Elements;
- (ii) signed and acknowledged by all of the Trustees of the 34 Heath Street Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the Middlesex South Registry of Deeds,

PROVIDED, HOWEVER, that:

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

(b) no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

(c) no instrument of amendment affecting any unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

(d) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amendment to this Master Deed;

(e) no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless

signed by the Unit Owners entitled to one hundred (100%) percent of the divided interests in the Common Elements; and

(f) no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General laws of Massachusetts shall be of any force or effect.

11. Condominium Trust and Unit Owners' Rights

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is 34 Heath Street Condominium Trust under the Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members (the "Owners' Organization") and in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements to which they are entitled under this Master Deed.

The name of the original and present Trustee and the mailing address of the Condominium Trust, so designated in the Declaration of Trust are as follows: Scott Hardin, 462 Washington Street, #2874, Woburn,, MA 01888.

The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to right of first refusal or similar restriction. The use of each Unit by subsequent purchasers, however, shall be limited to the intended uses in Section 8 here to follow and subject to all restrictions, uses and conditions created by this instrument.

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Each Unit Owner, including the Declarant, is required to pay a proportionate share of Common Expenses upon being assessed by the Trust. Such share shall be proportionate to that Unit's Common Element interest. Initial assessments shall occur upon conveyance of the first Unit.

Voting rights shall be proportionate to Common Element interest.

There may be no restriction upon any Unit Owner's right or ingress and egress to his or her Unit, which right shall be perpetual and appurtenant to the Unit ownership.

In the event that the Trustees shall purchase a Unit pursuant to the provisions of the Declaration of Trust, together with the Unit's undivided interest and the interest of such Unit Owner in any other assets of the Condominium, then, title to the Unit, together with such interests, shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners. Any lease covering any Unit leased by the Trustees or their designee, shall be held by the Trustees or their designee, on behalf of all Unit Owners, in proportion to their respective undivided interests.

There is excluded from the conveyance of each of the Units so much of the Common Elements as are located within each Unit. Each Unit shall have an easement in common with all other Units to use the Common Elements serving such Unit, and each Unit shall be subject to an easement in favor of all other Units to use such Common Elements serving the other Units as are located in such Unit. The Trustees and their authorized agents or employees shall have a right of access to each Unit from time to time during reasonable hours and upon reasonable notice (or at any time, in case of emergency) for the maintenance, repair and replacement of the Common Elements located therein or accessible therefrom or for making repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

12. Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations.

All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of 34 HEATH STREET CONDOMINIUM TRUST, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the

entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof, and a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

13. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of (1) settling or shifting of the Building(s), (2) alteration or repair of the Building(s) or of the Common Elements made by or with the consent of the Trustees, (3) repair or restoration of the Building(s) or a Unit after damage by fire or other casualty or (4) condemnation or eminent domain proceedings, then, in any of such events, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) (or any of them), stand.

14. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common elements located in any of the other Units serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all the Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

15. Chapter 183A

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A of the Massachusetts General Laws, and in all respects not specified in this

Master Deed or in the Condominium Trust and by-Laws, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

16. Invalidity

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

17. Waiver

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

18. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

19. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

20. Additional Covenants for the Benefit of Holders of Bona Fide First Mortgages

Notwithstanding anything to the contrary elsewhere in this Master Deed or in the Condominium Declaration of Trust contained, subject to any greater requirements imposed by Massachusetts General Laws, Chapter 183A, the following provision shall govern and be applicable insofar as for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation ("Freddie Mac" or "FHLMC") or Federal National Mortgage Association ("Fannie Mae" or "FNMA") as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of Freddie Mac and Fannie Mae with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of Fannie Mae and numerical requirements of Freddie Mac with respect to any action or non-action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event any right of first refusal of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

- (1) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
- (2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (3) Sell a Unit acquired by the bona fide first mortgage lender through the procedures set forth in subparagraphs (1) and (2) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(c) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be

liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee;

(d) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for Common Expense or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter;

(f) All taxes, assessments, and charges which may become liens prior to the 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;

(g) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least one hundred percent (100%) of the first mortgagees (based upon one vote for each first mortgage owned) and at least one hundred percent (100%) of the allocated interest of the owners (other than the Declarant, developer or builder) of the individual Units have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

- (1) By act or omission, seek to abandon or terminate the Condominium;
- (2) Change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying assessment or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

- (3) Partition or subdivide any Unit;
- (4) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to any Common Elements) for other than the repair, replacement or reconstruction of such Condominium property;

(h) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Unit 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, Units and/or Common Elements;

(i) Condominium dues or charges shall include an adequate reserve fund for the maintenance, repair, and replacement of those portions of the Common Elements that may be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. The foregoing notwithstanding, the Trustees shall have discretion to levy special assessments for such maintenance, repair and replacement, if necessary.

In addition, a working capital fund shall be established equal to at least two (2) month's estimated Common Expenses for each Unit to be paid at time of the first conveyance of such Unit which fund shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid by Declarant to the Trust within sixty (60) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary for desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of required assessments;

(j) Upon written request to the Trustees of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of:

- (1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (2) Any default in the performance of any obligation under the constituent condominium documents or any delinquency in the payment of assessments or charges owed by the owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder, or eligible insurer or guarantor, which default or delinquency remains uncured for a period of sixty (60) days;
- (3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;
- (4) All meetings of the Condominium Trust, and shall be permitted to designate a representative to attend all such meetings;
- (5) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage, or proposed taking by condemnation or eminent domain of said Unit or of the Common Elements;
- (6) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section 11 and Section 12.
- (7) To the extent permitted by applicable law, the other eligible mortgage holders as specified in this Section 11 and Section 12.

(k) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

- (1) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by at least one hundred percent (100%) of the Trustees of the Condominium Trust and approved by eligible mortgage holders representing at least one hundred percent (100%) of the votes of the Units subject to mortgages held by eligible holders. Any election to terminate the legal status of the Condominium after substantial taking in condemnation of the Condominium property must be approved in writing by at least one hundred percent (100%) of the votes of units subject to mortgages held by eligible holders;
 - (2) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least one hundred percent (100%) of the votes of such remaining Units subject to eligible holder mortgages;
 - (3) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of owners of Units to which at least one hundred percent (100%) of the votes in the Trust are allocated, and the approval of eligible holders holding mortgages on Units which have at least one hundred percent (100%) of the votes of Units subject to eligible holder mortgages;
- (1) Any agreement for professional management of the Condominium,

or any other contract providing for services of the developer, sponsor, or builder may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice;

(m) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(n) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as set forth:

- (1) The consent of owners of Units to which at least one hundred percent (100%) of the votes in the Trust are allocated and the approval of eligible holders holding mortgages on Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and
- (2) The consent of the owners of Units to which at least one hundred percent (100%) of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least one hundred percent (100%) of the vote of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern, or regulate any of the following:
 - (a) Voting;
 - (b) Assessments, assessment liens or subordination of such liens;

- (c) Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- (d) Insurance or Fidelity Bonds;
- (e) Reallocation of interest in the general or limited common areas, or rights to their use;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (f) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the projects;
- (h) Boundaries of any Unit;
- (i) Convertability of Units into common areas or of common areas into units;
- (j) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or convey his/her unit;
- (k) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such a request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to the parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

21. Gender and Number

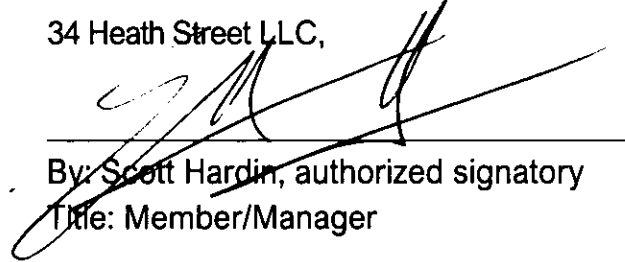
The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

22. Definitions

All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

IN WITNESS WHEREOF, 34 Heath Street LLC, has caused these presents to be executed this 2nd day of July, 2021.

34 Heath Street LLC,


By: Scott Hardin, authorized signatory
Title: Member/Manager

COMMONWEALTH OF MASSACHUSETTS

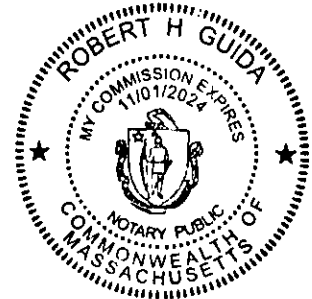
Middlesex, ss.

On this 2nd day of July, 2021, before me, the undersigned Notary Public, personally appeared **Scott Hardin**, as a Member and authorized signatory of 34 Heath Street LLC, 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 Condominium Master Deed voluntarily for its stated purpose.



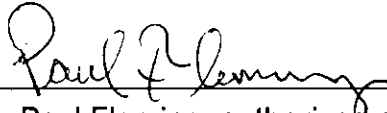
Notary Public: Robert H. Guida

My Commission Expires:



IN WITNESS WHEREOF, 34 Heath Street LLC, has caused these presents to be executed this 27th day of July, 2021.

34 Heath Street LLC,



By: Paul Fleming, authorized signatory

Title: Member/Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27th day of July, 2021, before me, the undersigned Notary Public, personally appeared **Paul Fleming**, as a Member and authorized signatory of 34 Heath Street LLC, 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 Condominium Master Deed voluntarily for its stated purpose.



Notary Public: Robert H. Guida

My Commission Expires:



EXHIBIT "A"
PROPERTY DESCRIPTION

34 HEATH STREET CONDOMINIUM
34 HEATH STREET
SOMERVILLE, MASSACHUSETTS

The land with the buildings thereon, situated in the southerly part of Somerville, Middlesex County, Massachusetts, and bounded and described as follows:

A certain parcel of land with the buildings thereon situated in Somerville, Middlesex County Massachusetts, with the building thereon at 34 Heath Street, bounded and described as follows:

Beginning at a point on the SOUTHWESTERLY side of Heath Street at the NORTHWESTERLY corner of land conveyed by Mark Fisk et al to Charles Rosselli et ux by their deed dated September 3, 1924, and recorded with the Middlesex South Registry of Deeds; thence running

NORTHWESTERLY by said Heath Street eighty (80) feet to a point; thence turning and running

NORTHWESTERLY by land now or formerly of Mark Fisk et al one hundred thirty (130) feet to land now or formerly of Langmaid; thence turning and running

SOUTHEASTERLY on land now or formerly of said Langmaid eighty (80) feet to the SOUTHWESTERLY corner of said land conveyed to Rosselli et ux, thence turning and running;

NORTHEASTERLY on said land of Rosselli et ux one hundred thirty (130) feet to the point of beginning.

For Grantor's title see deed dated March 3, 2020, and recorded with the Middlesex County South Registry of Deeds in Book 74251, Page 390.

EXHIBIT "B"
DESCRIPTION OF BUILDING

34 HEATH STREET CONDOMINIUM
34 HEATH STREET
SOMERVILLE, MASSACHUSETTS

THREE (3) STORY WOOD STRUCTURE CONSISTING OF SIX UNITS: UNIT NO. 1, UNIT NO. 2, UNIT NO. 3, UNIT NO. 4, UNIT NO. 5, and UNIT NO. 6; LOCATED AT 34 HEATH STREET, SOMERVILLE, MASSACHUSETTS:

UNIT 1: IS LOCATED ON THE FIRST FLOOR AND BASEMENT OF THE BUILDING, AND CONSISTS OF A KITCHEN, FAMILY ROOM, FOUR BEDROOMS, OFFICE AND THREE FULL BATHROOMS. THE UNIT ALSO INCLUDES A STORAGE AREA IN THE BASEMENT OF THE BUILDING. UNIT 1 CONTAINS APPROXIMATELY 1,995 SQUARE FEET OF LIVING SPACE. THE UNIT HAS A FRONT PORCH AND BACK PATIO.

UNIT 2: IS LOCATED ON THE FIRST FLOOR AND BASEMENT OF THE BUILDING, AND CONSISTS OF A KITCHEN, FAMILY ROOM, FOUR BEDROOMS, OFFICE AND THREE FULL BATHROOMS. THE UNIT ALSO INCLUDES A STORAGE AREA IN THE BASEMENT OF THE BUILDING. UNIT 2 CONTAINS APPROXIMATELY 1995 SQUARE FEET OF LIVING SPACE. THE UNIT HAS A FRONT PORCH AND BACK PATIO.

UNIT 3: IS LOCATED ON THE SECOND FLOOR OF THE BUILDING, AND CONSISTS OF A KITCHEN, FAMILY ROOM, OFFICE, THREE BEDROOMS, AND TWO FULL BATHROOMS. THE UNIT ALSO INCLUDES A STORAGE AREA IN THE BASEMENT OF THE BUILDING. UNIT 3 CONTAINS APPROXIMATELY 1,710 SQUARE FEET OF LIVING SPACE. THE UNIT HAS A FRONT PORCH AND REAR DECK.

UNIT 4: IS LOCATED ON THE SECOND FLOOR OF THE BUILDING, AND CONSISTS OF A KITCHEN, FAMILY ROOM, OFFICE, THREE BEDROOMS, TWO FULL BATHROOMS. THE UNIT ALSO INCLUDES A STORAGE AREA IN THE BASEMENT OF THE BUILDING. UNIT 4 CONTAINS APPROXIMATELY 1,710 SQUARE FEET OF LIVING SPACE. THE UNIT HAS A FRONT PORCH AND REAR DECK.

UNIT 5: IS LOCATED ON THE THIRD FLOOR OF THE BUILDING, AND CONSISTS OF A KITCHEN, FAMILY ROOM, OFFICE, THREE BEDROOMS, TWO FULL BATHROOMS. THE UNIT ALSO INCLUDES A STORAGE AREA IN THE BASEMENT OF THE BUILDING. UNIT 4 CONTAINS APPROXIMATELY 1,710 SQUARE FEET OF LIVING SPACE. THE UNIT HAS A FRONT PORCH AND REAR DECK.

UNIT 6: IS LOCATED ON THE THIRD FLOOR OF THE BUILDING, AND CONSISTS OF A KITCHEN, FAMILY ROOM, OFFICE, THREE BEDROOMS, TWO FULL BATHROOMS. THE UNIT INCLUDES A STORAGE AREA IN THE BASEMENT OF THE BUILDING. UNIT 4 CONTAINS APPROXIMATELY 1,710 SQUARE FEET OF LIVING SPACE. THE UNIT HAS A FRONT PORCH AND REAR DECK.

EXHIBIT "C"

UNIT DESCRIPTIONS

34 HEATH STREET CONDOMINIUM
34 HEATH STREET
SOMERVILLE, MASSACHUSETTS

Unit #	Rooms:	Room type:	Square Feet	% Interest:
1	10	K, 4 BR FR, 3 BA, OFF	1,995 sq. ft.	18.40 %
2	10	K, 4 BR FR, 3 BA, OFF	1,995 sq. ft.	18.40 %
3	6	K, 3 BR FR, 2 BA, OFF	1,710 sq. ft.	15.40 %
4	5.5	K, 3 BR FR, 2 BA, OFF	1,710 sq. ft.	15.40 %
5	5.5	K, 2 BR FR, 2 BA, OFF	1,710 sq. ft.	16.20 %
6	5.5	K, 2 BR FR, 2 BA, OFF	1,710 sq. ft.	16.20 %

DESIGNATION OF ROOMS

K = KITCHEN
BR = BEDROOM
FR = FAMILY ROOM
BA = BATHROOM
OFF = OFFICE