



**FISHERMAN'S WATCH CONDOMINIUMS  
ARTICLE VIII - ELECTRIC VEHICLE CHARGING STATION  
RULE AND REGULATION**

The undersigned, being at least a majority of the Trustees of the Fisherman's Watch Condominiums under a Declaration of Trust dated January 28, 2020, as may be amended, and filed with the Southern Essex District Registry of Deeds at Book 38221, Page 524 do hereby adopt the following Rule and Regulation governing the installation, use, maintenance, and removal of electric vehicle charging stations.

WHEREAS, the Trustees of the Fisherman's Watch Condominiums are empowered under the Declaration of Trust to adopt and amend rules and regulations covering the details of the operation and use of the Common Areas and Facilities;

WHEREAS, the garage, garage building, and parking spaces are part of the Fisherman's Watch Condominiums common areas and facilities, subject to the rights of an Owner with an exclusive right to use a parking space;

NOW THEREFORE, the Trustees hereby adopt the following rule and regulation ("Rule") which shall apply to all installations and use of electric vehicle charging stations at the Fisherman's Watch Condominium.

**Electric Vehicle Charging Stations**

1. **Application for Approval of Charging Station.** A Unit Owner having the exclusive right and easement to use a parking space as appurtenant to their Unit, who desires to install and use an Electric Vehicle Charging System ("Charging Station") shall first submit a written application to the Trustees for approval ("Charging Station Application"). Without limitation, each Charging Station Application shall include:
  - (a) Name and address of the Unit Owner;
  - (b) Number or other designation of the parking space as to which the application applies;
  - (c) Number of the owner's Unit to which that parking space is appurtenant,
  - (d) Drawings, specifications and photographs (collectively, "Plans") reasonably sufficient to describe in reasonable detail the proposed (i) Charging Station model; (ii) Charging Station location; (iii) point of connection to the electric

- supply (and common electric infrastructure); and (iv) attendant metering and wiring; and
- (e) Proposed contractor's license and certificate of insurance.

The Trustees may prescribe a form from time to time for Charging Station Applications, in which case the Unit Owner making such application shall use the prescribed form.

There shall be no fee for a Charging Station Application, unless such a fee is required at the time the application is submitted for applications for approval of architectural modifications to the Condominium property. If the application is approved, no fee shall be charged for the placement of the Charging Station.

To the extent applications for approval of architectural modifications to the Condominium property are required under the condominium documents at the time a Unit Owner submits a Charging Station Application, the application shall be processed and approved in the same manner as an application for approval of such an architectural modification.

The Trustees and/or the Trust's managing agent (if any) shall respond to a Charging Station Request in writing, either by approving or denying the application or by requesting additional information. Approval of a Charging Station Application shall not be unreasonably withheld or delayed, if the Unit Owner complies with the requirements of this Rule, the requirements of any applicable law, and the Trust's architectural standards, to the extent any are in effect as of the filing of the application.

If a Charging Station Application is not denied in writing within 60 days from the date of receipt of the application, the application shall be deemed approved, unless the delay is the result of a request for additional information in which case the 60-day period shall be extended for a period of time equal to the number of days between the request for additional information and the Unit Owner's submission of such information.

For purposes of this Rule, a Charging Station shall mean and be limited to a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one (1) or more electric vehicles, unless otherwise determined by the Trustees in their sole discretion. Unless otherwise stated, references in this Rule to a Charging Station shall include any associated connections, metering and wiring. A Charging Station shall only be proposed hereunder for installation on or in an area to which the Unit Owner has exclusive use, or on a common element, but only if the common element is within a reasonable distance of the Parking Space as to which the application is made.

2. License. If a Charging Station Application is approved by the Trustees (or deemed approved in accordance with paragraph 1), the Unit Owner shall have a revocable license for such Charging Station, subject to compliance with all terms, conditions, restrictions and obligations imposed in, by and under this Rule, the architectural standards (if any) then in effect at the Condominium, and applicable law.

Notwithstanding the foregoing, the Trustees, in their discretion, may require the Unit Owner to execute a written license agreement with the Trust setting forth such approval and any conditions and restrictions thereon. Unless otherwise stated in such an agreement, all licenses for Charging Stations approved under this Rule shall be deemed revoked upon the conveyance of the Unit Owner's Unit and/or parking space, voluntarily or involuntarily, according to the records of the Registry of Deeds. The Trust may revoke such license for any breach of this Rule or such agreement, if not cured in accordance with the Unit Owner Default provisions of this Rule or any applicable provision in a written license agreement with the Trust. The Unit Owner may revoke the license if the Unit Owner first removes the Charging Station and restores the premises to the condition required under this Rule, at the Unit Owner's sole cost and expense, and any unsatisfied obligation(s) of the Unit Owner hereunder or under any separate license or agreement entered into with the Trustees, shall survive such revocation.

3. Installation, Maintenance, Repair and Removal Work. All work with respect to an approved Charging Station shall be undertaken in compliance with the following:

- (a) All work shall be performed at the sole and separate expense and responsibility of the Unit Owner;
- (b) All work shall be performed in accordance with the Plans approved by the Trustees;
- (c) All work shall be performed in a good and workmanlike manner using first class materials free from defects, in a fashion that will not impair the structural or architectural integrity of any part of the Units, the Building(s), or any other part of the Condominium premises (including any common elements), or interfere with the use or enjoyment of any of the other Units or the common elements and facilities;
- (d) All work shall be performed pursuant to and in compliance with (i) all applicable laws and regulations of governmental bodies having jurisdiction thereof, including without limitation, zoning, building, land use, health, environmental, sanitation and fire protection laws, ordinances and regulations, and all applicable health and safety standards and requirements imposed by national, state and local authorities; (ii) any required building and/or electrical permit(s) therefor, and (iii) all requirements of any applicable utility company. The Unit Owner shall be responsible for all costs to obtain such permit(s) and shall submit a copy of all such permit(s) to the Trustees prior to commencement of work and, after completion of installation, shall respect to final approvals or sign-offs, promptly upon issuance thereof;
- (e) All work shall be performed by a contractor(s) or electrician(s) properly licensed pursuant in Massachusetts to conduct such work, and insured to the reasonable satisfaction of the Trust (such contractors to provide the Trust with certificates of insurance confirming that the Trust, its property manager (if any), and the Unit Owner are named as additional insureds, through a written endorsement of the policy, under the applicable policies and as certificate holders entitled to written notice of cancellation or expiration of such policies), such insurance to include, without limitation, general liability, property damage, and workers' compensation

coverage in coverage amounts and subject to such terms and conditions as the Trustees reasonably may require;

- (f) The Unit Owner shall make no modifications to the building or its systems of any nature whatsoever without first obtaining the written approval of the Trustees. After installation, the Unit Owner shall not modify, alter, replace or relocate the Charging Station without first making application to, and obtaining the written approval of, the Trustees, all in the same manner and subject to the same provisions as apply to a Charging Station Application under paragraphs 1 and 2 of this Rule.
  - (g) No use of the Charging Station shall be made until the Unit Owner notifies the Trust that installation is complete, and the Trustees have determined, in their discretion, that the Charging Station complies with the terms, conditions, and restrictions of this Rule and any additional, reasonable restrictions imposed by the Trustees in granting approval of the Charging Station Approval.
4. Electricity Cost. The Unit Owner shall be responsible for all costs of electricity associated with the Charging Station. Unless otherwise approved as part of the Charging Station Application process, the Unit Owner must connect the Charging Station to his or her own Unit's electrical meter and account. If the licensed contractor performing the installation deems that to be impossible, and provides such opinion in writing to the Trustees, the Trust shall not unreasonably withhold consent to a request by the Unit Owner to connect the Charging Station to a common electric meter and account, and the Unit Owner shall be responsible for the prompt and timely reimbursement to the Trust of all electricity costs incurred by the Trust that apply to or are allocable to the Charging Station, as determined by the Trustees in their sole discretion. Any such electricity costs incurred by the Trust may be assessed by the Trust to the owner of the Unit as common expenses of that Unit.
5. Maintenance, Repair and Removal; Damage. The Unit Owner shall be responsible, at such owner's sole cost and expense, for (i) the maintenance, repair, and replacement of the Charging Station; (ii) the removal of the Charging Station and restoration of the common elements after removal to materially the same condition as existed before the Charging Station was installed; and (iii) for the repair of any damage to the Charging Station or any of the common elements, including any exclusive use common elements, resulting from the installation, maintenance, repair, removal or replacement of the Charging Station.
6. Temporary Removal; Common Area Work. The Unit Owner shall be responsible, at such owner's sole cost and expense, to promptly remove a Charging Station, if reasonably necessary, as determined by the Trustees in their discretion, for or in connection with the maintenance, repair, replacement, relocation or removal of any of the common elements or property of the Trust. The Unit Owner shall be responsible, at such owner's cost or expense, for any re-installation of the Charging Station thereafter. In the event of any such temporary removal, the Trustees shall not unreasonably delay completion of such work but shall have no liability to the Unit Owner as a result of or

in connection with such temporary removal or the inability of the Unit Owner to use the Charging Station during such temporary removal.

7. Temporary Interruption in Service. The Trust shall have no liability to the Unit Owner if, due to any interruption in electric service to the Charging Station, or other cause, the Charging Station is unavailable for use by the Unit Owner at any time. To the extent any temporary interruption is part of planned maintenance, inspection, repair, relocation, removal or replacement of common elements that is expected to last more than eight (8) consecutive hours, the Trust shall undertake reasonable efforts to give the Unit Owner reasonable prior notice thereto, directed to the Unit Owner at any mailing address, facsimile number, or email address then appearing in the Trust's records for the Unit Owner. In the event of any such interruption, the Trust shall not unreasonably delay in addressing the cause of such interruption after learning of same but shall have no liability to the Unit Owner as a result of or in connection therewith.
8. Private Use. Use of the Charging Station shall be solely for the Unit Owner's private use in connection with any electric motor vehicle owned by the Unit Owner, by a member of Unit Owner's immediate family (i.e., parents, children), by a lessor, or by a guest of the Unit Owner. The Charging Station shall not be for use by any other persons or for any public or commercial use.
9. Insurance. The Unit Owner shall obtain insurance, including hazard and liability insurance, that covers the Charging Station and names the Trust and its property manager (if any), as an additional insured, through a written endorsement to the policy. The Trust is not an insurer, and shall not be responsible for fire, water damage, other casualty, theft, vandalism, accident, loss or damage to the Charging Station or any vehicle using same.
10. Indemnification. The Unit Owner (jointly and severally) agrees to indemnify, defend and hold harmless the Trust, its Trustees, any other managing agent, and the unit owners of the Condominium (collectively, "indemnified persons"), from and against any and all actual or alleged claims, damages, losses, liabilities, actions, fines, orders, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, "claims"), incurred or suffered by any one or more of the indemnified persons, arising from or in connection with the installation, maintenance, relocation, removal replacement, repair or use of the Charging Station, including, without limitation, any claims arising from or in connection with any: damage to property or injury/death to persons; interruption of utility service to the common elements or any unit of the Condominium; interruption of use of the Charging Station or of any electric service thereto; electrical or utility charges in connection with the Charging Station ; exercise of any license or right approved by the Trust; and any action brought by any party or other person, including without limitation, any person whose consent has been, or is required to be, obtained for the installation or use of the Charging Station, against any one or more of the indemnified parties.
11. Additional Requirements. In approving a Charging Station Application, the Trustees may impose additional reasonable terms, conditions, restrictions, and obligations relating to the Charging Station, including as to the appearance, installation,

maintenance, relocation, repair, replacement, removal, and use of the Charging Station and related modifications; provided, however, that, except for good cause, any restrictions as to the location of the Charging Station shall not significantly increase the cost of the Charging Station, significantly decrease its efficiency or specified performance, or effectively prohibit the installation altogether.

12. Unit Owner Default. If a Unit Owner defaults in the performance of any of its obligations contained or provided for in this Rule, and fails to cure such default within ten (10) days of written notice thereof (or sooner if necessary in the reasonable discretion of the Trustees to protect the Condominium or any Unit therein, or to prevent injury or damage to persons or property or to make full use of the Condominium after delivery of written notice thereof), then in addition to any other right or remedy of the Trust under this Rule, under the condominium documents, under any agreement between the Trust and the Unit Owner executed pursuant to Paragraph 2 above, or at law or in equity, the Trustees shall have the right, but not the obligation, to perform such obligations of the Unit Owner, in which event the Unit Owner shall pay to the Trustees, on demand, all costs, including reasonable attorneys' fees, incurred in connection therewith and said amounts shall be a lien against the Unit and shall be a personal liability of Unit Owner, jointly and severally. Notwithstanding the foregoing, the Trust shall not unreasonably withhold consent to a request for extension of such cure period, if the Unit Owner commences to cure such default (but is unable, despite diligent efforts, to complete such cure) within said 10-day period and agrees to diligently pursue such cure to completion within such extension period. No waiver by the Trust of any default by the Unit Owner hereunder shall operate as a waiver of any other default hereunder, and no waiver by the Trust on any one occasion shall be deemed a waiver on any subsequent occasion. All rights and remedies of the Trust hereunder shall be cumulative.
13. Disclosure Requirements of Unit Owner: A Unit Owner who has exclusive rights to use a common element where a Charging Station is installed shall be responsible for: (i) disclosing to prospective buyers the existence of a Charging Station of the Unit Owner and the related responsibilities of the Unit Owner pursuant to this Rule and any license issued to the Unit Owner pursuant to this Rule; (ii) disclosing to prospective buyers whether the Charging Station is removable and whether the owner intends to remove the station prior to closing of the sale to such buyer or is required to remove the station prior to such sale pursuant to any such license issued to the Unit Owner; and (iii) that the license to use the Charging Station is personal to the Unit Owner and does not run with the land, so that such buyer must submit a Charging Station Application if the Unit Owner does not remove the Charging Station and such buyer intends to use such station after closing of the sale to such buyer.
14. Notice to Unit Owner. Any notice given under this Rule to a Unit Owner shall be sent by the Trust or its property manager (if any) to the Unit Owner (i) by U.S. mail postage prepaid, addressed to the Unit Owner at the Unit or at any other street or post office address then appearing in the records of the Trust for such Unit Owner; or (ii) by facsimile transmission or by email to the Unit Owner at such facsimile number or email address, as applicable, then appearing in the records of the Trust for such Unit Owner.

Such notice shall be deemed given one (1) business day after the date of mailing, facsimile transmission, or email transmission, as applicable.

15. Amendment. This Rule may be amended, modified or rescinded by the Trustees, at any time and from time to time, in accordance with the applicable provisions of the Declaration of Trust.

In all other respects, the Rules and Regulations, except as heretofore amended, shall remain in full force and effect.

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EXECUTED AS A SEALED INSTRUMENT THIS 4<sup>th</sup> DAY OF March, 2022

**MAJORITY OF THE TRUSTEES OF THE  
FISHERMAN'S WATCH CONDOMINIUMS,  
AND NOT INDIVIDUALLY**

MOISE RODITI  
Moise Roditi, Trustee

PAMELA A. JONAH  
pamela a. jonah, Trustee

ARNOLD MALOFF  
A. Maloff, Trustee

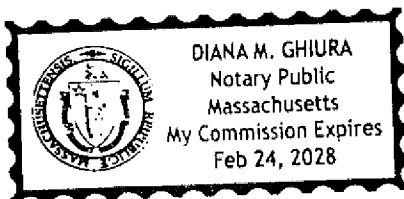
Mark Greenman  
Mark Greenman, Trustee

\_\_\_\_\_, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County, ss.

On this 4<sup>th</sup> day of March, 2022 before me, the undersigned notary public, personally appeared Moise Roditi, Pamela A. Jonah, Arnold Maloff, and Mark Greenman proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Fisherman's Wharf Condominiums Trust.



[Signature]  
Notary Public  
My Commission Expires: Feb 24, 2028  
Print Notary Public's Name: DIANA M. GHIURA  
Qualified in the State/Commonwealth of Massachusetts