

DECLARATION OF TRUST
OF
MARINA POINT CONDOMINIUM TRUST

THIS DECLARATION OF TRUST is made this 10th day of August, 1987, at Quincy in the County of Norfolk and Commonwealth of Massachusetts, by Peter F. O'Connell, William S. O'Connell and Robert J. Connelly (hereinafter called the "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, whenever the context so permits).

ARTICLE I - NAME OF TRUST

The Trust hereby created shall be known as "Marina Point Condominium Trust" (sometimes hereinafter called the "Trust") and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II - THE TRUST AND ITS PURPOSE

Section 1. Purpose of the Trust. All of the rights and powers in and with respect to the common areas and facilities of Marina Point Condominium, on Victory Road and Marina Drive, Quincy, Massachusetts, (the "Condominium"), established by a Master Deed of even date and filed herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A") conferred upon or exercisable by the organization of units owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, in trust to exercise, manage and administer the same and to receive the income thereof for the benefit of the owners of record from time to time of the Units (the "Units") of the Condominium, according to the percentages of beneficial interest referred to in Article IV, Section 1 hereof, and in accordance with provisions of Chapter 183A, this Trust being the organization of the unit owners established pursuant to provisions of Chapter 183A for the purposes therein set forth. Owners of Units are sometimes hereinafter collectively referred to as the "Unit Owners," and Units are sometimes collectively referred to herein as the "Units" or the "Condominium Units." All references herein to the common areas and facilities to be included in the Condominium shall be construed to relate to such buildings or facilities after such time as same have been included in the Condominium pursuant to the provisions of the Master Deed as the "Common Areas and Facilities" as that term is defined in the Master Deed.

Section 2. Trust Not Partnership. It is hereby expressly declared that a trust and not a partnership has been created and that the Units Owners are cestuis que trustent (or beneficiaries under the Trust), and not partners or associates nor in any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under any pursuant to provisions of said Chapter 183A of the General Laws.

ARTICLE III - THE TRUSTEES

Section 1. Number, Election and Term of Trustees. There shall at all times be a Board of Trustees hereunder consisting of such number, not less than three nor more than nine, as shall be determined from time to time by a majority of the Unit Owners present in person or by proxy at the annual meeting of the Unit Owners (as provided in Article V, Section 7B hereof); provided, however, that until Boston Harbor Marina Company, a joint venture comprised of Marina Industries, Inc., O'Connell Development Co., Inc., and Forge Development Corporation, the declarant of the Condominium established by the Master Deed (hereinafter, the "Declarant," which term and any pronoun referring thereto shall be deemed herein to mean said joint venture and its successors and assigns) ceases to own twenty-five percent (25%) or more of the Units in the Condominium, the number of Trustees shall be three persons consisting of the original Trustees or other persons designated by the Declarant. When the Declarant ceases to own twenty-five percent (25%) or more of the Units in the Condominium, the number of Trustees shall be three persons, consisting of two original Trustees or other persons designated by the Declarant and one other person elected by the Unit Owners. When Declarant ceases to own five percent (5%) or more of the Units, the number of Trustees shall be three persons consisting of one of the original Trustees or other person designated by the Declarant and two persons elected by the Unit Owners. Finally, when the Declarant ceases to own any of the Units, the number of Trustees shall be at least three persons (or such greater number as the Unit Owners may elect pursuant to the terms of this Section 1 of Article III), all of whom shall be elected from the Unit Owners. Notwithstanding any provision above to the contrary, in no event shall the Declarant have the right hereunder to appoint any Trustee after seven (7) years from the date hereof, whether or not Declarant then still owns Units in the Condominium. The percentages specified in this Section 1 of Article III shall be determined with reference to the aggregate beneficial interests of such Units and Unit Owners, determined as provided in Article IV hereof, except that unless and until the Declarant either adds additional Units to the

Condominium or abandons its right to add additional Units to the Condominium as set forth in Article 9 of the Master Deed, for the purposes of determining the percentages specified in this Section 1 of Article III, such percentages shall be determined by using the Minimum Percentage Interest of the then existing Units of the Condominium, as set forth in Column II of Exhibit B to the Master Deed.

Thereafter, the terms of office of the Trustees shall, except as hereinafter provided, be three years, and such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided, that in order to establish and maintain such staggering of terms, the terms of the persons first appointed as Trustees after the 1989 annual meeting shall be one year, two years and three years, respectively, determined by lot, and thereafter upon any increase or decrease of the number of Trustees, the terms of any then newly appointed Trustee or Trustees shall be one year, two years, or three years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible.

If and whenever the ⁹ number of such Trustees shall become less than three or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee(s), signed (i) by the Declarant if the vacancy is in the office of a Trustee chosen by the Declarant, or by a majority of the Trustees then in office, or the sole remaining Trustee, if only one, if the vacancy is in the office of a Trustee not chosen by the Declarant, certifying that such appointment was made by a majority of Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof), or (ii) if the Declarant or such a majority of Unit Owners, as the case may be, has not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment signed and acknowledged by the person so appointed.

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 application of any Unit Owner, after notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom such court may direct that notice be given.

With respect to each person hereafter appointed or elected as aforesaid to be a Trustee hereunder, there shall promptly be filed with the Norfolk County Registry District of the Land Court (hereinafter, the "Registered Land Office") a certificate of such appointment or election signed by any one or more of the Trustees hereunder and an acceptance of such appointment signed by the person so appointed, and such appointment or election shall take effect upon such filing. The person so appointed or elected thereupon shall be and become such Trustee and shall be vested with the powers and titles of the Trustees, jointly with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance.

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 or surviving 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.

Section 2. Quorum. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in paragraph A of Section 7 of Article V; provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder, and, if and whenever the number of Trustees hereunder shall become less than two (2), 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 otherwise provided in Section 1 of Article III. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 3. Resignation of Trustee. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the filing of such instrument with the Registered Land Office. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee (except a Trustee chosen by the Declarant) may be removed from office with or without cause by an instrument in writing signed by a majority of Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof), such instrument to take effect upon the filing thereof with said Registered Land Office.

Section 4. Bond or Surety. Except as otherwise provided in Article V, Section 3 hereof, no Trustee named or appointed as herein before provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners may at any time by instrument in writing signed by a majority of Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof), and delivered to the Trustee or Trustees affected, 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 instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 5. Liability of Trustees to Unit Owners. 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 any 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 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.

Section 6. Contracts with Interested Parties. No Trustee shall be disqualified by his office from contracting or dealing with the other Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest, or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing, or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office, or of the fiduciary relation hereby established, provided such Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 7. Indemnification. 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 (i) all sums lawfully assessed for his share of the common expenses of the Condominium, and the same shall constitute a lien upon his Unit, (ii) all sums lawfully assessed for his share of the costs and expenses relating to exclusive common areas and facilities of the Condominium as to which he has been granted rights pursuant to Article 4 of said Master Deed, and the same shall constitute a lien upon his unit, and (iii) his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - BENEFICIARIES AND THEIR
BENEFICIAL INTEREST IN THE TRUST

Section 1. Beneficiaries. The cestuis que trustent or beneficiaries shall be the Unit Owners of the Condominium for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as follows:

A. For so long as the only Units in the Condominium are the one hundred thirty (130) Units located in the west tower of the Condominium ("Phase I"), the percentages set forth for such Phase I Units in Column I of Exhibit B annexed to the Master Deed, which is hereby incorporated herein and made a part hereof.

B. From and after the inclusion in the Condominium of the Additional Tower and the Units contained therein ("Phase II"), as provided in the Master Deed the beneficial interest hereunder of each Phase I Unit then included in the Condominium shall be equal to the percentage of interest appertaining to such Unit as set forth in Column II of Exhibit B of the Master Deed, as the same shall have been amended pursuant to its terms, but in no event shall the beneficial interest, of any Phase I Unit be less than specified in Column II of Exhibit B of the Master Deed.

Section 2. Beneficial Interest Not Divisible. The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to

cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one such owner for such purposes.

ARTICLE V - BY-LAWS

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

Section 1. POWERS OF THE TRUSTEES

Powers and Duties with Respect to the Condominium. The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A and said Master Deed, have the absolute control and management of the Trust property (which term as herein used shall insofar as apt 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 and, without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions hereof and of provisions of said Chapter 183A and said Master Deed, 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:

(i) 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 as so long as they shall deem fit, without liability for any loss resulting therefrom;

(ii) To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of, the Trust property or any part or parts thereof, but (except as specifically provided in Articles 4 and 5 of the Master Deed) not the common areas, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such items and for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure

the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and to execute and deliver any deed or other instrument in connection with the foregoing;

(iii) To purchase or otherwise acquire title to, and to rent, lease or hire from others, for terms which may extend beyond the termination of this Trust, any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;

(iv) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

(v) To enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof for public utilities, abutting properties or their owners and other purposes reasonably necessary or useful for the proper operation and management of the Condominium, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions (or releases, discharges, terminations or amendments thereof), upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;

(vi) To invest and reinvest the Trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds, or which does or may not produce income;

(vii) To obtain and maintain such casualty and liability insurance on and with respect to the Trust property as they shall deem necessary or proper;

(viii) 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;

(ix) 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;

(x) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be comprised 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;

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

(xii) 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;

(xiii) To provide and contract for maintenance, repair, cleaning and other services to owners of Units in the Condominium;

(xiv) To enter and have such access into Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder;

(xv) 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 ministerial powers (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 shall, at least as often as annually, designate from their number a Chairman, a Treasurer, a Secretary, and such other officers of the Board of Trustees as the Trustees 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 Trust property and the business of the Trust, or any part or parts thereof; and

(xvi) Generally, in all matters not herein otherwise specified, to control and manage the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, 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 have without limitation, all of the rights and powers set forth in said Chapter 183A and the Trustees shall by the exercise and fulfillment of 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 payments therefor, including the approval of payment vouchers.

Section 2. COMMON EXPENSES; PROFITS; USE OF COMMON FUNDS

A. Payment of Common Expenses. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as described in Article IV hereof and as set forth in said Exhibit B to the Master Deed, except that separate provision has been made in Articles 4 and 13 of the Master Deed for the

payment of or reimbursement for certain costs and expenses relating to those common areas and facilities of the Condominium the exclusive easement for the use of which is reserved to one or more (but not all) of the owners of Units pursuant to Articles 4 and 13 of the Master Deed. The Trust may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to the extent 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 the following Sections 3 and 4, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds as set aside shall not be deemed to be common profits available for distribution.

B. Determination of Common Expenses and Common Charges. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, and within thirty (30) 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 percentages of interest in the common areas and facilities, and such statements shall, unless otherwise provided herein, be due and payable within thirty (30) 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 than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of statements in monthly or other installments.

In the event any Unit Owner shall fail to make prompt payment of any common expenses, charges, expenses allocable to exclusive common areas or any other expense charge imposed under this Declaration of Trust, such Unit Owner shall be obligated to pay interest at a rate equal to 5% above the base rate or prime rate then in effect as announced or set from time to time by by The First National Bank of Boston, its successor or such other major financial

institution chosen by the Trustees (or such lesser interest as shall then be the maximum rate of interest permitted by law), on such unpaid common expenses computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees, paid or incurred in any proceeding brought to collect such unpaid common expenses, and all of the foregoing shall constitute common expenses for such Unit and shall be secured by a lien on such Unit. The Trustees shall recover such unpaid common expenses, together with interest thereon computed as aforesaid (including interest on any unpaid interest, compounded monthly) and the expenses paid or incurred in connection with any such proceeding as aforesaid.

If, in any action brought by the Trustees to enforce a lien on a Unit because of unpaid common expenses, the lien shall be foreclosed, then for such period as the Unit Owner shall continue to use such Unit, the Unit Owner shall be required to pay a reasonable rental for the use of the Unit and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners shall have the power to purchase such Unit at the foreclosure sale and to hold, lease, mortgage, convey or otherwise deal with the same, except as otherwise provided in this Trust. A suit to recover a money judgment for unpaid common expenses shall be maintainable without enforcing or waiving the lien securing the same.

The foregoing provisions of this Paragraph B shall also apply to certain costs and expenses which relate to those common areas and facilities of the Condominium, the exclusive easement for the use of which is reserved to one or more (but not all) of the Owners of Units pursuant to Articles 4 and 13 of the Master Deed.

C. Use of Common Charges. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by provisions of said Chapter 183A.

Section 3. INSURANCE

A. Contents of Insurance Policies. 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 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 standard condominium property endorsement or policy form 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 of the Condominium, including the elevator, heating equipment and other service machinery, apparatus, equipment and installations included in the common areas and facilities, and also all such portions and elements of the Units as are for insurance purposes normally deemed to constitute part of the Buildings and customarily covered by such insurance; but not including (i) the furniture, furnishings or other personal property of the Unit Owners, or (ii) improvements within a Unit made by the Owners thereof subsequently to the first sale of such Unit by the Declarant of the Condominium, as to which it shall be the separate responsibility of the Unit Owners to insure.

Such insurance shall insofar as practicable be maintained in an amount equal to not less than eighty percent (80%) of the full replacement value (exclusive of foundations), as determined by the Trustees (who shall review such value at least as often as annually), of the insured property, 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 machinery explosion or damage.

Such insurance may provide for a reasonable deductible amount from the coverage thereof, as determined by the Trustees in their reasonable discretion. In the event of any loss which relates solely to the common areas and facilities, such deductible amount may be assessed to all Unit Owners as a special assessment of common expenses hereunder. In the event of any loss which relates in whole or in part to insurable improvements forming part of a Unit, which loss is covered by such insurance, a part of such deductible amount shall be assessed to the owner of such Unit or Units, such special assessment being in an amount directly proportional to the amount of such loss related to such Unit improvements and the amount of the loss related to the common areas and facilities. Unit Owners shall be liable for such special assessments in addition to their respective shares of the common expenses.

and until such charges are paid by such Unit Owners, the same shall constitute a lien against their Units pursuant to the provisions of Section 6 of said Chapter 183A.

B. Cancellation of Insurance Policies. 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 (30) days' written notice to the insured, (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of said Chapter 183A, this Declaration of Trust, (c) 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, (d) for waivers of any defense based upon the conduct of any insured, and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by Unit Owners.

C. Trustees as Insurance Trustees. 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 the following Section 4 of this Article V. With respect to losses which affect portions or elements covered by such insurance of a 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.

D. Insurance with Respect to Common Areas and Facilities. 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 and protection of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees' liability with respect to any manager, and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

E. Cost of Insurance. The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 3 shall be a common expense.

Section 4. REBUILDING AND RESTORATION; IMPROVEMENTS

A. Determination of Cost of Repair. 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 (10%) 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 (10%) 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 said Chapter 183A. If such loss as so determined does exceed ten percent (10%) 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 their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.

B. Assent to Repair by Unit Owners. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five percent (25%) or more of the beneficial interest in this Trust 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 said Chapter 183A. Upon (i) the receipt by the Trustees of such agreement signed by Unit Owners holding seventy-five percent (75%) or more of the beneficial interest, or (ii) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (i) or (ii) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement, charging all Unit Owners in the proportion as they contribute to the common

expenses. If such percentage exceeds 50%, but is less than 75%, the Trustees shall resubmit the form agreement to those Unit Owners who originally assented thereto, and if the agreement is then signed by Unit Owners who originally assented thereto (and such reassenting Unit Owners hold 50% or more of the beneficial interest), the Trustees shall proceed to make the improvement or improvements specified in such agreement, charging each Unit Owner who has so assented pro rata based upon such Unit Owner's beneficial interest in this Trust as a percentage of the aggregate percentage of beneficial interest in this Trust held by Unit Owners who have signed such agreement; for example, for purposes of illustration only, if such aggregate percentage is sixty-five percent (65%) and if an assenting Unit Owner has a beneficial interest in this Trust of .04, such Unit Owner shall be charged with .0615 of such improvement or improvements.

C. Arbitration. Notwithstanding anything in the preceding paragraphs A and B contained, (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 any other determination or action of the Trustees under said paragraphs A and B, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owners or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners and a third 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 of all costs thereof; provided, however, that the Trustees shall, in any event, be authorized to perform or cause to be performed such construction, reconstruction or repairs as may be necessary to prevent further damage to other Units or the common areas and facilities.

D. Improvements to Common Areas by Unit Owners. If and whenever any Unit Owner shall propose to make an improvement or alteration 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 said Master Deed, the Trustees may, but shall not be obligated to,

authorize such improvement or alteration 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 or alteration as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

Section 5. COMMON FACILITIES

A. Additional Parking Spaces. Subject to the rights of the Declarant pursuant to Articles 9 and 13 of the Master Deed, the Trustees may from time to time assign additional parking spaces to particular Unit Owners, if any become available. Such additional parking spaces shall be so assigned for such periods and for such monthly charges as the Trustees may in their discretion determine, all such charges to constitute common funds upon receipt by the Board. Subject to the rights of Declarant pursuant to Article 9 of the Master Deed, the Trustees may assign storage spaces in the storage areas and storage rooms of the Condominium to particular Unit Owners for such periods and for such fees as said Trustees may in their reasonable discretion determine, all such charges to constitute common funds upon receipt by the Trustees.

B. Temporary Closure of Recreational Facilities or Other Common Areas. The Trustees may at reasonable times and in accordance with rules and regulations from time to time adopted by the Trustees close recreational facilities or other common areas and facilities of the Condominium to common use of the Unit Owners and temporarily allocate the use thereof to the Trustees, or, upon application therefor, to any Unit Owner or Owners, for their use for meetings, social and other functions and other purposes consistent with the comfort and convenience of the Unit Owners and their enjoyment of the amenities of the Condominium, and upon payment of charges therefor from time to time established by the Trustees, which charges shall be in addition to common expenses and shall upon receipt by the Trustees constitute common funds.

Section 6. RESTRICTIONS AND REQUIREMENTS; RULES AND REGULATIONS

A. Restrictions and Requirements. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Declaration of Trust (including the rules and regulations promulgated pursuant hereto), and all applicable laws, zoning ordinances, rules, regulations and requirements of

all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof. The Trustees may eliminate any violation of any such provisions and the cost and expense of eliminating the same shall constitute a common expense; except, however, that if a violation is caused in whole or in part by any Unit Owner, his family, servants, employees, agents, visitors, lessees or licensees, the cost and expense of eliminating such violation, or such portion of such cost and expense as the Trustees may determine, shall be charged to the Unit of such Unit Owner, and shall constitute a portion of such Unit Owner's common expense which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner, shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A.

B. Rules and Regulations. The Trustees have adopted the following Rules and Regulations, which are hereby expressly made a part of and incorporated by this reference into this Declaration of Trust:

1. No part of the Condominium shall be used for any purposes except those set forth herein and in the Master Deed.
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, except as expressly provided herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions herein and in the 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 building of the Condominium (the "Condominium Building"), or contents thereof, applicable for residential use, 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 Condominium Building 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 Condominium Building or Units, and no sign, awning, canopy, shutter, or radio or television antenna (except for the master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or to any window, without the prior consent of the Trustees. No Unit Owner will be allowed to put

his name in any entry passageway, vestibule, hall, elevator, or stairway of the Condominium Building, except in such place designated by the Trustees or in the mailbox provided for the use of the Unit (the print of such name to be in a size and style approved by the Trustees).

5. No motorcycles, motorbikes, mopeds and other similar vehicles may be used for entry to and exit from the Condominium parking garage, nor shall any such vehicle be permitted for recreational use on any portion of the "Premises" as that term is defined in the Master Deed.

6. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of, nor shall any rugs or mops be shaken from, the windows, sliding doors or any Unit or the Condominium Building, or exposed on or in any part of the common areas and facilities (including without limitation balconies and balcony railings). The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials, and no garbage cans shall be placed in the halls or in the staircase landings of the Condominium Building.

7. Except in areas designated by the Trustees, there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs in any part of the common areas and facilities.

8. Nothing shall be altered in, constructed in, or removed from the common areas and facilities except upon the written consent 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 consent of the Trustees.

10. Each Unit Owner shall keep his Unit, Parking Garage Space and storage cubicle, and any balcony, deck, terrace, or other common area over which any Unit Owner has an exclusive easement, 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. The water closets and other water apparatus shall not be used for any purpose other than for which there were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Building resulting from such misuse shall be paid for 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. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down between 10:00 P.M. and 8:00 A.M., and shall at all times be kept at a sound level which will not disturb or annoy the occupants of the other Units.

13. Except as may be incidental to the use of Units as permitted by the Master Deed, no noxious or offensive activities shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Unit Owners or occupants. Subject to the foregoing, no Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor shall any Unit Owner do or permit anything by such persons which will unreasonably interfere with the rights, comfort or convenience of other Unit Owners or occupants.

14. Persons who are 14 years of age or younger shall not be permitted to use the recreational facilities of the Condominium unless they are under the supervision of an adult Unit Owner or lawful occupant over the age of 21 years, except in such cases and under such conditions as the Trustees may from time to time establish.

15. All deliveries shall be made directly to the concierge located in the lobbies of each Tower of the Condominium Building. Deliveries to the individual Units is expressly prohibited. This prohibition shall extend to the delivery of newspapers and similar materials directly to individual Units. All large deliveries, specifically including items of personal property being moved in or out of Units, must be made through the back entrance located in the parking garage, and such deliveries may be transported by elevator only in the designated freight elevator. In such case where it is impracticable for large deliveries to be made directly to the concierge, Unit Owners may apply to the Trustees for written consent for such large deliveries to be made directly to individual Units.

16. The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or the managing agent, may enter any room or Unit in the Condominium

Building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of taking such measures as may be necessary to control or exterminate vermin, insects, or other pests.

17. 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 by the Trustees. No unauthorized person, including a Unit Owner, shall be permitted on the roof of any Condominium Building without the prior consent of the Trustees.

18. 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 any Unit any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

19. Wood and charcoal stoves or similar devices shall be permitted in Condominium Units only in accordance with applicable law and fire regulations and only upon the prior written approval of the Trustees, which shall as a condition of any such approval require (a) compliance with rules and regulations promulgated by them as to the storage and handling of wood, coal or other fuels, therefor, and (b) the right of the Trustees to enter any Unit in which such a device is installed and to correct any non-compliance with such rules and regulations, all at the sole expense and risk of the Owner of such Unit; provided, however, that in no event shall such device be permitted to be used as a source of heat.

20. 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 or any agent or employee of the Trustees for any Unit, automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and any such Trustee, agent or employee shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

21. Any Unit Owner who plans to be absent from his Unit for a period of more than one week must notify the Trustees of such absence. The Trustees shall have the right to enter any Unit from which the Unit Owner is absent for such an extended absence for the purpose of insuring that the temperature of such Unit complies with the provisions of Section 7.6 of the Master Deed, which requires that all Units be heated at all times to maintain minimum Unit temperatures of 55°.

22. The Trustees or their designated agent shall retain a pass key to each Unit, Unit locker or storage space. No Unit Owner shall alter any lock or install a new lock on any door to a Unit, locker or storage space without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to the Trustee's right of access to the Unit, locker or storage space, as applicable.

23. All personal property of the Unit Owners in the Units, lockers, storage spaces and elsewhere in the Condominium shall be kept there at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, Marina Industries, Inc., O'Connell Development Co., Inc., Forge Development Corporation nor their respective successors or assigns shall bear any responsibility therefor.

24. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, servants, employees, licensees and lessees.

25. Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.

26. Any visitor of a Unit Owner or other occupant of a Unit shall be announced to such Unit Owner or occupant by the concierge of the Condominium via an installed telephone system prior to being admitted to the Building. The access of Unit Owners and occupants to the Building shall at all times be controlled by keys or other security devices, and access of Unit Owners and occupants and other persons entitled to use the Parking Garage (as that term is defined in the Master Deed) to the Parking Garage shall be controlled by a key, access card or other controlled security device.

27. As is provided in Section 7.11 of the Master Deed, no pet or pets are allowed in any Unit or in the Common Areas. The Trustees may fine any Unit Owner causing, permitting, or whose family, guests, servants, employees, licensees or lessees cause or permit a violation of this prohibition in such amounts as the Trustees deem desirable, but no more than One Hundred Dollars (\$100) per week.

The Trustees may at any time and from time to time amend, alter, add to or change the Rules and Regulations in accordance with the provisions of Section 1 of Article VII of the Trust.

The Trustees shall have the non-delegable right at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of

the operation and use of the common areas and facilities the exclusive benefit of which is for one or more Units. A majority of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Section 7B of this Article V) may overrule the Trustees. Copies of such administrative rules and regulations and any amendments thereof shall be furnished by the Trustees to each Unit Owner not less than fifteen (15) days prior to the effective date thereof.

The Rules and Regulations, as from time to time amended, and the administrative rules and regulations of the Trustees shall be enforced by the Trustees. The Trustees may eliminate any violation of any such rules and regulations and the cost and expense of eliminating same shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, or licensees are responsible for such violation, and which cost and expense of elimination shall constitute a portion of such Unit Owner's common expenses which shall be payable by the Unit Owner of such Unit upon demand, and until same is paid by such Unit Owner shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A. The Trustees may also fine such Unit Owner for such violations and such fine shall constitute a portion of such Unit Owner's common expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A.

Section 7. MEETINGS

A. Meetings of Trustees. The Board of Trustees shall meet annually on the date of the annual meeting of the Unit Owners. Other meetings may be called by the Trustees 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 (4) days before such meeting to each member of the Board of Trustees. One-half of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Trustees consent to the action in writing and the written consents are filed with the records of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

B. Annual Meeting of Unit Owners. There shall be an annual meeting of the Unit Owners on the first Saturday of December in each year at 7:30 P.M. at the Condominium premises or at such other reasonable place and time (not more than

twenty-one (21) days before or after said date) as may be designated by the Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium.

Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than twenty percent (20%) of the beneficial interest in the Trust. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

Each Unit Owner, or person designated by such Unit Owner to act as proxy on his behalf (who need not be a Unit Owner), shall be entitled to cast the votes appurtenant to his Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Trustees and shall be revocable at any time prior to the meeting at which it is to be used by written notice to the Trustees by the Unit Owner so designating. Each Unit Owner shall be entitled to cast one vote weighted by the percentage appertaining to such Unit Owner's percentage of beneficial interest hereunder at all meetings of the Unit Owners and for all other voting purposes hereunder. The vote of a majority of Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where otherwise provided by law or by this Trust.

Except as otherwise provided in this Trust, the presence in person or by proxy of Unit Owners with fifty percent (50%) or more of the beneficial interest under the Trust shall constitute a quorum at all meetings of the Unit Owners.

For purposes of this Trust, a majority of Unit Owners present in person or by proxy at a meeting of Unit Owners shall mean Unit Owners having more than fifty percent (50%) of the total number of votes entitled to be cast by the Unit Owners present in person or by proxy at such a meeting where a quorum is present.

Section 8. NOTICES TO UNIT OWNERS

Except as otherwise provided in this Trust, every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of trust created hereby 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 in 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 seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 9. 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 only 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 registered mail within a period of six (6) months of the date of the receipt by him shall be deemed to have assented thereto.

Section 10. 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 may be signed by any two Trustees, or by any person or persons, to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 11. SEAL

The seal of the Trustees shall be circular in form, bearing the inscription "MARINA POINT CONDOMINIUM TRUST - 1987," but such seal may be altered by the Trustees in their discretion 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.

Section 12. 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.

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

Section 1. Release on Record Notice of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registered Land Office shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees or any one or more of them for moneys 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 any 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 or 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 of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. Trustees Not Individually Liable. 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 of 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 therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 7 of Article III hereof or under provisions of said Chapter 183A.

Section 3. Instruments and Agreements Subject to Terms of Trust. 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.

Section 4. Recording as Conclusive Evidence of Contents and Effectiveness of Certificates Executed by Trustees. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate of paper (including without limitation a certificate pursuant to General Laws, Chapter 183A, Section 6(d)) signed by said Trustees or any of them which may be deemed desirable to record shall be recorded with said Registered Land Office and such recording 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 thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registered Land Office. Any certificate signed by two-thirds (2/3) of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements of the identification of the beneficiaries, actions which have been taken by the beneficiaries and matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registered Land Office, shall be conclusive evidence of the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee or by a majority of the Trustees hereunder setting forth the existence of any facts, the existence of

which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority of the Trustees, 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 set forth therein.

ARTICLE VII - AMENDMENTS AND TERMINATION

Section 1. Amendment of Declaration of Trust. The Trustees 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, provided such amendment, alteration, addition, or change is consented to in writing by a majority of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof), or if such amendment, alteration, addition or change affects a provision then requiring more than a majority, then by such larger percentage, with 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 which (a) is made without the consent of the Declarant of said Master Deed prior to (i) the date of which the Declarant ceases to own five percent (5%) or more of the Units in the Condominium or (ii) the 1990 annual meeting of Unit Owners, whichever of said (i) or (ii) shall first occur; (b) changes the Declarant's rights under Section 1 of Article III hereof in any way; (c) alters the percentage of the beneficial interest hereunder of any Unit Owner, or in any manner or to any extent whatsoever modifies or affects the percentage of the individual beneficial interest of such Unit Owner in the common areas and facilities as set forth in said Master Deed, other than by consent of all the Unit Owners; or (d) would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A. Nothing to the contrary contained above, however, shall be deemed or construed to vitiate or impair the rights reserved to the Declarant in any by provisions of Articles 9 and 10 of the Master Deed to amend the Master Deed to include the Additional Tower and Units contained therein to the Condominium without the consent of any Unit Owner and thereby to alter the percentages of beneficial interest as set forth in Article IV, Section 1 hereof and Article 4 and Exhibit B of the Master Deed.

Any amendment, alteration, addition, or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with said Registered Land Office of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by the Trustees in

the manner required in Massachusetts for the acknowledgment of deeds, setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such recitation of consent may be in the form of a certificate of the Trustees, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, stating that the amendment, alteration or change was consented to in writing by a majority of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof). Such instrument and certificate, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

Section 2. Termination of Trust. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 3. Sale of Trust Property Upon Termination of Trust. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, 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 Section, 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 performances 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 hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII - SECONDARY MARKET REQUIREMENTS

FNMA Provisions. It is the intention of the Declarant that the Condominium conform to and comply with Federal National Mortgage Association ("FNMA") legal guidelines and Federal

Home Loan Mortgage Corporation ("FHLMC") legal warranties, and to that end, (subject to any greater requirements imposed by Chapter 183A) the following provisions shall govern and control the Condominium and its operation and management, notwithstanding anything to the contrary contained elsewhere in the Condominium Documents.

Section 1. Rights and Responsibilities of the Declarant. Before control of the Condominium has been passed to the Trust, the Declarant shall not directly or indirectly bind the Trust to any professional management contract unless such contract includes a right of termination without cause which the Trust may exercise at any time following the transfer of control, as provided above in Article III, without the payment of any penalty or an advance notice of ninety (90) days.

To insure that the Trust shall have the necessary funds required to meet unforeseen expenditures or purchase any additional equipment or services, there shall be established a working capital fund at least equal to two (2) months' estimated common charges for each Unit. Any amounts paid into this fund shall not be considered as advance payments of regular common area charges. Each Unit's share of the working capital fund shall be collected from each Unit purchaser at the time of closing on the sale of any Unit; all such shares of working capital shall then be transferred to the Trust for deposit into a segregated fund. Within sixty (60) days following the closing of the sale of the first Unit, the Declarant shall pay each unsold Unit's share of the working capital fund to the Trust, and shall be entitled to reimbursement therefor from the purchasers of such Units at the time of the closing of each such Unit.

Section 2. Transfer of Control of Trust. The Declarant shall transfer control of the Trust to the Unit Owners as provided above in Article III, Section 1.

Section 3. Assessments for Common Expenses. The Trust shall have the responsibility for levying and collecting general and special assessments for common expenses. The assessments shall be allocated proportionately to each Unit's common element interest.

Assessment shall commence on the date the Master Deed creating the Condominium is filed. To the extent permitted by the provisions of Chapter 183A, a reasonably reduced assessment may be allocated to unsold Units if they are not occupied.

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. If not paid when due, assessments against any Unit, including interest, costs and reasonable attorney's fees, shall become a lien upon the Unit involved. Each assessment against a Unit shall be the personal obligation of the person who owned the Unit at the time the assessment became due, but shall not pass to successors in title unless such successor in title agreed to assume such obligation.

Section 4. Project Maintenance and Operation. The Trust shall have a reasonable right of entry into any Unit to perform emergency repairs or do other work necessary for proper maintenance of the Condominium. In addition, the Trust shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes necessary for the proper operation of the Condominium.

The Trust shall establish and maintain an adequate reserve fund for the period maintenance, repair and replacement of improvements to the common areas which it is required to maintain. The fund shall be maintained out of regular assessments for common expenses.

Section 5. Insurance and Fidelity Bonds. The Trust shall maintain hazard insurance, liability insurance and fidelity bond coverage in such amounts and on such terms and conditions as provided in the Condominium Documents and as may be required under FNMA guidelines.

Section 6. Rights of Action. The Trust and any aggrieved Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of the Condominium Documents or the decisions made by the Trust. Unit Owners shall also have similar rights of action against the Trust.

Section 7. Unit Owner's Rights and Restrictions. Each Unit Owner shall become a member of the Trust and shall be subject to all the rights and duties assigned to Unit Owners under the Condominium Documents. When there are unsold Units in the Condominium, the Declarant shall also enjoy these rights and responsibilities as they relate to each individual unsold Unit. In addition, each Unit Owner and the Declarant (to the extent set forth in this Section 8.1.7) shall have the following rights:

(a) Right of Ingress and Egress. Each Unit Owner shall have an unrestricted right of ingress and egress to his or her Unit. This right shall be perpetual so that it passes with the Unit as ownership of the Unit transfers.

(b) Limitations on Ability to Sell. The Trust shall not restrict any Unit Owner's right to sell, transfer or convey his or her Unit. This prohibition includes any restrictions which would require the Trust to be given a right of first refusal before any Unit can be sold.

(c) Leasing Restrictions. Any lease or rental agreement shall be in writing and shall be subject to the requirements of the Condominium Documents and the Trust. No Unit may be leased or rented for a shorter term than one (1) year. There shall be no other restrictions relating to the term of any lease or rental agreement.

(d) Restrictions on Mortgaging Units. There shall be no restrictions on any Unit Owner's right to mortgage his or her Unit.

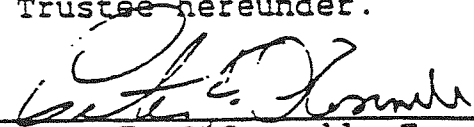
Conflicts. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Trust, or with respect to any other matter, the greater numerical requirement shall control.


ARTICLE IX - CONSTRUCTION AND INTERPRETATION; SEVERABILITY

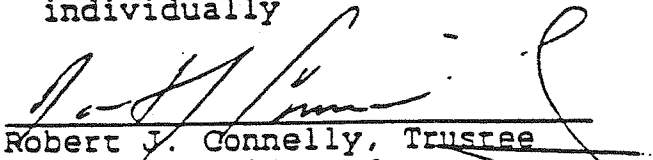
A. Construction and Interpretation. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females, and words denoting persons include individuals, firms, associations, 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, headings of different parts hereof, table of contents and the marginal notes, if any, are inserted only for 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 laws of the Commonwealth of Massachusetts. In the event of any conflict between the provisions of this Declaration of Trust and the Master Deed, the provisions of the latter shall control.

B. Severability. The invalidity of any provision of this Trust shall not be deemed to impair or affect the validity of the remainder of this Trust. In the event that any provisions of this Trust is deemed invalid by a court of competent jurisdiction, the remainder of the provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

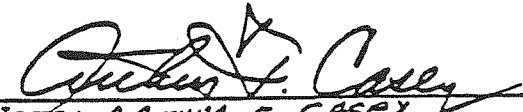
IN WITNESS WHEREOF, Peter F. O'Connell, William S. O'Connell and Robert J. Connelly have hereunto set their hands and seals as of the day and year set forth above, for the purposes of adopting this Declaration of Trust and accepting the appointment of each of them as Trustee hereunder.


Peter F. O'Connell, Trustee
as aforesaid, and not
individually


William S. O'Connell, Trustee
as aforesaid, and not
individually


Robert J. Connelly, Trustee
as aforesaid, and not
individually

O'Connell Development Co.,
Inc., Representative of
Boston Harbor Marina Company

By: 
Name: ARTHUR F. CASEY
Its: PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

August 10, 1987

Then personally appeared the above-named Peter F. O'Connell, Trustee of the Marina Point Condominium Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee as aforesaid, before me,


Notary Public

My commission expires: 4/8/91

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

August 10, 1987

Then personally appeared the above-named William S. O'Connell, Trustee of the Marina Point Condominium Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee as aforesaid, before me,

Richard Charles Pierce
Notary Public

My commission expires: 4/4/91

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

August 10, 1987

Then personally appeared the above-named Robert J. Connelly, Trustee of the Marina Point Condominium Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee as aforesaid, before me,

Richard Charles Pierce
Notary Public

My commission expires: 4/4/91

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

August 10, 1987

Then personally appeared the above-named ARTHUR F. CASEY, the PRESIDENT of O'Connell Development Co., Inc., and acknowledged the foregoing to be the free act and deed of O'Connell Development Co., Inc., before me,

Richard Charles Pierce
Notary Public

My commission expires: 4/4/91

52880

Marfolk County Registry Director
RECEIVED FOR REGISTRATION

AUG 14 1987

12 O'CLOCK 54^m P^m
NOTED ON CERTIFICATE NO. C193
IN REGISTRATION BOOK 193 PAGE

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MARINA POINT CONDOMINIUM
FIRST AMENDMENT OF DECLARATION OF TRUST
OF
MARINA POINT CONDOMINIUM TRUST

The First Amendment of Declaration of Trust (the "Amendment") of the Marina Point Condominium Trust is made as of the 27th day of February, 1990.

Boston Harbor Marina Company, a joint venture comprised of Marina Industries, Inc., a Massachusetts corporation, O'Connell Development Co., Inc., a Massachusetts corporation, and Forge Development Corporation, a California corporation (hereinafter collectively called the "Declarant"), is the Declarant under that certain Master Deed (the "Master Deed") of Marina Point Condominium (the "Condominium"), dated as of August 10, 1987, filed with the Norfolk County Registry Office of the Land Court (the "Registered Land Office") as Document No. 528881, to be noted on Certificate of Title No. C-193, as amended by a First Amendment to Master Deed dated March 8, 1988, recorded on March 21, 1988 with the Norfolk Registry District of the Land Court as Document No. 541784, a Second Amendment to Master Deed dated March 30, 1988, filed on April 8, 1988 with the Norfolk Registry District of the Land Court as Document No. 542846, noted on Certificate of Title No. 117465 (C-193). The Declaration of Trust of the Marina Point Condominium Trust was dated August 10, 1987 and filed with said Registry District as Document No. 528882, noted on Certificate of Title No. 117465, and to be noted on Certificate of Title No. C193 (as amended hereby, the "Declaration of Trust").

Reference is also made to Article VII, Section 1, of the Declaration of Trust entitled "Amendment of Declaration of Trust", which provides that the Trustees have the right to amend the Declaration of Trust with the written consent of a majority of the Unit Owners present and in person or by proxy at a duly held meeting of Unit Owners and with the written consent of the Declarant, attached hereto as Exhibit 1.

Pursuant to their power to amend the Declaration of Trust under said Article, VII, Section 1, the Trustees hereby amend the Declaration of Trust as follows:

1. The first two sentences in said Article III, Section 1, are hereby deleted and the following two new sentences are inserted in place thereof:

There shall at all times be a Board of Trustees hereunder consisting of such number, not less than three nor more than nine, as shall be determined from time to time by a majority of the Unit Owners present in person or by proxy at the annual or special meeting of the Unit Owners (as provided in Article V, Section 7B hereof); provided, however, that until Boston Harbor Marina Company, a joint venture comprised of Marina Industries, Inc., O'Connell Development Co., Inc., and Forge Development Corporation, the declarant of the Condominium established by the Master Deed (hereinafter, the "Declarant", which term and any pronoun referring thereto shall be deemed herein to mean said joint venture and its successors and assigns) ceases to own thirty-three percent (33%) or more of the Units in the Condominium, the number of Trustees shall be three persons consisting of the original Trustees or other persons designated by the Declarant. When the Declarant ceases to own thirty-three percent (33%) or more of the Units in the Condominium, the number of Trustees shall be three persons, consisting of two original Trustees or other persons designated by the Declarant and one other person elected by the Unit Owners.

2. Unless otherwise defined herein, all defined terms used in this First Amendment of Declaration of Trust shall have meaning as set forth in the Declaration of Trust.
3. Except as amended hereby, the Declaration of Trust remains in full force and effect. This instrument shall become effective upon filing of an executed copy hereof with the Registered Land Office for the Norfolk County Registry District.

The undersigned Trustees hereby execute this First Amendment to the Declaration of Trust as an instrument under seal this 27th day of February, 1990.

BOARD OF TRUSTEES OF
MARINA POINT CONDOMINIUM TRUST

By: William J. O'Connell
Trustee

By: John C. O'Connell
Trustee

By: Thomas P. O'Connell
Trustee

EXHIBIT 1

MARINA POINT CONDOMINIUM

CERTIFICATE OF THE
BOARD OF TRUSTEES OF
THE MARINA POINT CONDOMINIUM TRUST

We, the undersigned Board of Trustees of the Marina Point Condominium Trust hereby certify that at the ^{Special} Annual Meeting of the Unit Owners held on February 27, 1990, the First Amendment of Declaration of Trust of Marina Point Condominium Trust was adopted and consented to in writing by a majority of the Unit Owners present in person or by proxy.

Executed as an instrument under seal this 27th day of February, 1990.

BOARD OF TRUSTEES OF
MARINA POINT CONDOMINIUM TRUST

By: William J. O'Connell
Trustee

By: John C. O'Connell
Trustee

By: Thomas P. O'Connell
Trustee

400

580213
580213

Stafford County Registry District
RECEIVED FOR REGISTRATION

MAR - 7 1990

2 O'CLOCK Heinrich
NOTED ON CERTIFICATE NO. C193
REGISTRATION BOOK C193 PAGE —

MARINA POINT CONDOMINIUM
SECOND AMENDMENT OF DECLARATION OF TRUST
OF
MARINA POINT CONDOMINIUM TRUST

The Second Amendment of Declaration of Trust (the "Amendment") of the Marina Point Condominium Trust is made as of the 20th day of June, 1991.

The Master Deed (the "Master Deed") of Marina Point Condominium (the "Condominium"), dated as of August 10, 1987, was filed with the Norfolk County Registry Office of the Land Court (the "Registered Land Office") as Document No. 528881, to be noted on Certificate of Title No. C-193, as amended by a First Amendment to Master Deed dated March 8, 1988, recorded on March 21, 1988 with the Norfolk Registry District of the Land Court as Document No. 541784, a Second Amendment to Master Deed dated March 30, 1988, filed on April 8, 1988 with the Norfolk Registry District of the Land Court as Document No. 542846, noted on Certificate of Title No. 117465 (C-193). The Declaration of Trust of the Marina Point Condominium Trust was dated August 10, 1987 and filed with said Registry District as Document No. 528882, noted on Certificate of Title No. C-193, as amended by a First Amendment of Declaration of Trust dated February 27, 1990, and filed with said Registry District as Document No. 580213, noted on Certificate of Title No. 117465 (C-193), ("Declaration of Trust").

Reference is also made to Article VII, Section 1, of the Declaration of Trust entitled "Amendment of Declaration of Trust", which provides that the Trustees have the right to amend the Declaration of Trust with the written consent of a majority of the Unit Owners present and in person or by proxy at a duly held meeting of Unit Owners, attached hereto as Exhibit 1.

Pursuant to their power to amend the Declaration of Trust under said Article VII, Section 1, and based upon the Trustees obtaining the duly required written consent of unit owners at a Special Meeting held on June 20, 1991, the Trustees hereby amend the Declaration of Trust as follows:

1. The following new sentences shall be inserted between the fourth and fifth sentences in Article III, Section 1, of the Declaration of Trust:

There shall be five Trustees. At least two of the Trustees shall own unites in Marina Point West and at least two of the Trustees shall own units in Marina Point East.

2. The last paragraph of Article V, Section 7B, of the Declaration of Trust is hereby amended by adding a second and third sentence after the first sentence as follows:

Notwithstanding the foregoing and solely for the purposes of electing Trustees pursuant, but not limited to, Articles III and VII, a majority of Unit Owners present in person or by proxy at a meeting of Unit Owners where a quorum is present shall, on any one ballot, mean the number of votes cast, based upon beneficial interest, for the person or persons who are qualified to serve over and above the total number of remaining votes cast at such meeting.

The intent of the foregoing sentence is that the person or persons who are qualified to serve shall be determined on any one ballot by the person or persons getting the most votes at a meeting based upon beneficial interest whether or not said percentage equals a majority of those present.

3. Unless otherwise defined herein, all defined terms used in this Second Amendment to Declaration of Trust shall have meaning as set forth in the Declaration of Trust.
4. Except as amended hereby, the Declaration of Trust remains in full force and effect.

The undersigned Trustees hereby execute this Second Amendment to the Declaration of Trust as an instrument under seal this 20th day of June, 1991.

BOARD OF TRUSTEES OF MARINA
POINT CONDOMINIUM TRUST

By: Michael A. Duberg
Trustee MICHAEL A. DUBERG

By: Peter DiPaolo
Trustee PETER DIPAOLO

By: Barbara W. Gates
Trustee BARBARA W. GATES

By: Joseph F. Killian
Trustee JOSEPH F. KILLIAN

By: Charles M. Subello
Trustee CHARLES M. SUBELLO

AMENDMENT TO DECLARATION OF TRUST OF
MARINA POINT CONDOMINIUM TRUST

The undersigned, being all the Trustees of Marina Point Condominium Trust under Declaration of Trust dated August 10, 1987 and filed with the Norfolk Registry District of the Land Court as Document No. 528882, Certificate No. C193, as amended of record, hereby certify, pursuant to Article VII, Section 1 thereof, that a majority of the Unit Owners of Marina Point Condominium consented in writing as provided therein to amend the Declaration of Trust as follows:

The first paragraph of Section 7, Sub-section B, entitled Annual Meeting of Unit Owners, is deleted, and the following is substituted in its place:

There shall be an annual meeting of the Unit Owners on the second Wednesday of June in each year at 7:30 P.M. at the Condominium premises, or at such other reasonable place, date and time (not more than twenty-one (21) days before or after said date) as may be designated by the Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium.

All other provisions of the Declaration of Trust shall remain in full force and effect.


Executed under seal this 7TH day of JUNE, 1994.

TRUSTEES OF
MARINA POINT
CONDOMINIUM TRUST


Lionel Cogan


Fred Davis


Douglas Randall


Robert Kauffman

COMMONWEALTH OF MASSACHUSETTS

Norfolk SS.

FEBRUAR 27, 1990

Then personally appeared the above named William S. O'Connell and John C. O'Connell and Thomas P. O'Connell and acknowledged the foregoing instrument to be their free acts and deeds in their capacity as Trustees of Marina Point Condominium Trust, before me.

Richard Charles Pierce
Notary Public

My Commission expires: 4/4/91

txtmk:mpcamend

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

JUNE 7, 1994

Then personally appeared the above-named Lionel COGAN
Trustee as aforesaid, and acknowledged the foregoing instrument
to be his free act and deed, before me.

Bira Bull
Notary Public
My commission expires: 12/2/94

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

JUNE 7, 1994

Then personally appeared the above-named Fred DAVIS
Trustee as aforesaid, and acknowledged the foregoing instrument
to be his free act and deed, before me.

Bira Bull
Notary Public
My commission expires: 12/2/94

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

JUNE 7, 1994

Then personally appeared the above-named DOUGLAS RANDALL
Trustee as aforesaid, and acknowledged the foregoing instrument
to be his free act and deed, before me.

Bira Bull
Notary Public
My commission expires: 12/2/94

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

JUNE 7, 1994

Then personally appeared the above-named Robert KAUFMAN
Trustee as aforesaid, and acknowledged the foregoing instrument
to be his free act and deed, before me.



Notary Public

My commission expires: 12/2/94

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

_____, 1994

Then personally appeared the above-named _____
Trustee as aforesaid, and acknowledged the foregoing instrument
to be _____ free act and deed, before me.

Notary Public

My commission expires:

AMENDMENT TO RULES AND REGULATIONS OF
MARINA POINT CONDOMINIUM TRUST

PROHIBITION ON DISTRIBUTION

The undersigned, being at least a majority of the Trustees (the "Trustees") of the Marina Point Condominium Trust (the "Condominium Trust") under Declaration of Trust filed with the Norfolk Registry District of the Land Court as Document No. 528882, Certificate of Title No. C193, hereby amend the Rules and Regulations set forth in said Declaration of Trust as follows:

The following Rule 28 is added to the Rules and Regulations of the Condominium set forth in Article V, Section 6B of the Declaration of Trust entitled "Rules and Regulations:"

28. No Unit Owner, resident and/or any third party shall place flyers, advertisements, notices, or other communications at, to or under the doors of Units without the prior written consent of the Board of Trustees. The Board of Trustees may assess an initial fine of \$250.00 against any Unit Owner who violates or whose tenant, guest, or invitee violates this prohibition, and the fine will increase to \$500.00 for a second violation. For subsequent violations the Board of Trustees may assess fines in their discretion or take other action allowed by the Condominium Documents or Chapter 183A. All such fines, fees, and costs of collection, if unpaid, shall be collected in the same manner as an unpaid common charge pursuant to Massachusetts General Laws Chapter 183A.

(TRUSTEE SIGNATURES FOLLOW)

Executed under seal this 11th day of December, 2020.

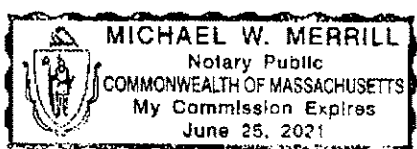
TRUSTEES OF MARINA
POINT CONDOMINIUM TRUST
AND NOT INDIVIDUALLY

(_____)
 (_____)
 (_____)
 (Paula Pierce)
 (Paula Pierce)
 (Paul Wood)
 (Paul Wood)
 (Mark Ramondi)
 (Mark Ramondi)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

On this 11th day of December, 2020, before me, the undersigned notary public, personally appeared MARK RAMONDI Trustee(s) as aforesaid, proved to me through satisfactory evidence of identification, which was MASS. DRIVERS LICENSE to be the person who whose name is signed above and acknowledged to me that he signed they signed it voluntarily for its stated purpose.



Michael W. Merrill
Notary public
My commission expires: