MARINA POINT CONDOMINIUM MASTER DEED

This MASTER DEED ("Master Deed") of the MARINA POINT CONDOMINIUM made as of the 10th day of August, 1987.

WITNESSETH THAT:

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"), being the owners of certain real property consisting of the land (the "Land") and a single tower of the building (the "Building") thereon (the Land and Building are hereinafter called the "Premises") located at the intersection of Victory Road and Marina Drive, with a post office address of 2001 Marina Drive, Marina Bay, Quincy, Norfolk County, Massachusetts as more fully described below in Article 2, by duly executing and recording this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts as amended (hereinafter referred to as "Chapter 183A") and proposes to create a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A and to that end the Declarant hereby declares and provides as follows:

1. NAME

The name of the Condominium shall be "Marina Point Condominium."

2. <u>DESCRIPTION OF LAND</u>

The Land is situated at the intersection of the way known as Victory Road and the way now constructed and to be named Marina Drive in Quincy, Norfolk County, Massachusetts, consists of 6.17 acres of land and is shown as Lot 30 ("Lot 30") on Land Court Plan No. 27744M entitled "Plan of Land Being a Subdivision of Lot 20 shown on LCC 27744I, Quincy, Mass. (Squantum District), "Scale 1" = 200 feet, dated December 17, 1985 by Harry R. Feldman, Inc., Land Surveyors, Boston, Massachusetts.

The Land is submitted together with the right to use Lot 25 shown on Land Court Plan No. 27744J (entitled "Plan of Land Being a Subdivision of Lots 19, 21 & 22 of LCC 27744I, Quincy, Mass. (Squantum District), "Scale 1" = 200 feet, dated August 9, 1985 by Harry R. Feldman, Inc., Land Surveyors) for

all purposes for which streets and ways may be used in the City of Quincy, except parking, subject to rights reserved to the Declarant hereby to relocate or provide substitute or alternate access ways.

- 2.1. Grant and Reservation of Easements. There is further granted, accepted, retained and reserved, and the Premises are dedicated to condominium use subject to and with the benefit of the following:
 - The right and easement in common with Declarant (a) and others to use, maintain, replace, repair, install and operate utility conduits and lines, electric lines, water lines, telephone lines, drain pipes, sewer lines, gas lines, fire alarm lines, cable television lines and other similar common utilities now or hereafter existing (the "Utility Lines," which term shall include all facilities, pipes, conduits, lines, wires, supports and other appurtenances related thereto) in adjoining land of Declarant, which Utility Lines are shown on the plan attached to this Master Deed entitled "Easement Plan, Quincy (Squantum) Mass." dated July 2, 1987, prepared by Harry R. Feldman, Inc. (the "Easement Plan"), to the extent such Utility Lines are required to serve any building or other improvements now or hereafter located on Lot 30. Unit Owners, as that term is hereafter defined, acting in common by and through the Declarant or the Trustees may use such Utility Lines as extend over Lot 29, as shown on the Easement Plan, to the point of connection of such Utility Lines in Lot 25, as shown on Land Court Plan 27744J. Declarant shall have the right to relocate any such Utility Lines serving Lot 30 if it shall, prior to such relocation, install substantially similar facilities so that the service provided by such facilities will not be interrupted or diminished.
 - (b) utility easements reserved hereby, including easements for water, sewer, gas, electrical and communications systems (including, without limitation, alarm and cable television systems) as necessary or appropriate to the further development of said Lot 30, other land owned by Declarant and its successors and assigns, and the Adjacent Land, as that term is defined below, in the Premises and within adjoining private ways and elsewhere created or as they may be created by easements or other instruments, provided that none of such easements on the Premises shall be located in such a fashion as to interfere unreasonably with the use and enjoyment of any condominium unit.
 - (c) rights and easements of Declarant and its successors and assigns, expressly reserved, accepted and

retained hereby (i) to develop and improve any of the Adjacent Land located in that portion of the City of Quincy known as Marina Bay, Norfolk County, Massachusetts; (ii) to add units to the Condominium by executing and filing an amended Master Deed as provided herein; and (iii) to engage in all activities necessary or appropriate to the use of the Premises and all public streets and private ways for access to and egress from the Premises and the "Adjacent Land" (being the remaining portion (after exclusion of Lot 30) of the land shown as Lot 17 on Land Court Plan 27744G (Lot 17 has been further subdivided into Lot 23 (Plan No. 27744J), Lot 24 (Plan No. 27744J), Lot 25 (Plan No. 27744J), Lot 29 (Plan No. 27744M), Lot 30 (Plan No. 27744M), Lot 31 (Plan No. 27744M), Lot 33 (Plan No. 27744N), Lot 34 (Plan No. 27744O) and Lot 35 (Plan 277440)) or other land adjacent thereto formerly owned or hereafter acquired by Declarant or any successor to Declarant or any entity or corporation in which Declarant or any of its joint venturers holds an interest) for construction machinery, supplies, equipment and personnel, for the construction and sale of additional condominium units and appurtenances, for the maintenance of model units, and for a sales office in a place or places designated by Declarant, all of which shall not unreasonably interfere with the condominium unit owners' use of the Premises and their Units, as that term is defined hereunder.

- (d) All those certain matters referred to on Exhibit A, attached hereto and made a part hereof, to the extent such matters are in force and apply to the Land or the rights described in this Master Deed, including without limitation, the obligations of the Marina Point Condominium Trust, referred to in Article 11 hereof, to pay certain expenses relating to the maintenance of roads, utility lines and other common facilities, as set forth in that document entitled "Marina Bay Declaration of Easements and Common Facilities Maintenance Covenant," dated August 10, 1987, and filed with the Registered Land Office herewith.
- (e) rights and easements of Declarant and its successors and assigns, expressly reserved, accepted and retained hereby for access, egress, utility lines, lateral and structural support, and otherwise as may permit or facilitate the construction, use, operation and maintenance of improvements, additional condominium units and other structures on the Premises and on the Adjacent Land.
- 2.2. <u>Title Reference</u>. The land is a portion of the premises conveyed to the Declarant by Boston Edison Company by deed dated October 28, 1983 filed with Norfolk County Registry District of the Land Court on October 25, 1983 as Document No.

442049, to be described on Certificate No. 117465. The Declarant is also the owner of Lots 25, 29 and 35, over portions of which the Unit Owners (as that term is defined hereunder) have certain appurtenant rights.

3. THE BUILDING AND UNITS

- 3.1. The Building. The Building contains a total of one hundred thirty (130) residential condominium units (the "Phase I Units") (the Phase I Units are also referred to herein as simply the "Units") and is located on the Land as shown on the plan entitled "As Built Site Plan, Marina Point Condominium, Quincy, Mass." dated June 8, 1987 and prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Avenue, Boston, Mass., to be filed herewith (the "Site Plan"). The first tower of the Building is also referred to herein as "Marina Point West." The first tower of the Building has a structural steel frame on a concrete foundation, with concrete floors, exterior walls constructed of metal studs, synergy dry wall and synthetic stucco, roof framing of steel with rubber membrane roofing, and contains Units on nine (9) levels. A portion of the Building consists of an underground parking garage (the "Parking Garage"), a portion of which is located beneath Marina Point West. The portion of the Building which constitutes the Parking Garage has two stories, is constructed of reinforced concrete, and contains four hundred eighty-two (482) parking spaces. The parking garage spaces are as shown on the Floor Plans, as that term is defined below.
- The Units. The designation of each of the Phase I Units, the approximate area of each Phase I Unit, the number of rooms in each Phase I Unit, the designated private balconies and terraces to which the Phase I Units have access, if any, or other areas to which the Units may have exclusive access, each Phase I Unit's proportionate interest in the Common Elements, as that term is defined below (including the minimum proportionate interest in the Common Elements of each Unit effective upon amendment of this Master Deed pursuant to Article 9 herein) and the designation and approximate description of the Phase I Units are set forth on Exhibit B attached hereto and on the floor plans filed herewith stamped by Victor J. Vitols, Registered Architects (the "Floor Plans"), consisting of twenty-five (25) sheets filed herewith entitled "Marina Point Condominium, Quincy, MA," dated May 5, 1987, numbered 1 through 25. A description of individual types of Phase I Units, the location of each Phase I Unit and the common areas to which each Unit has immediate access are set forth on Exhibit C attached hereto and made a part hereof.
- 3.3. <u>Unit Boundaries</u>. The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

A. Floors:

The upper surface of the concrete floor slab of the basement floor, and the upper surface of the rough flooring material (concrete, particle board, interior plyscore, or other, as the case may be), of the other floors.

B. Ceilings:

The plane of the lower surface of the ceiling joists.

C. Interior Walls
Separating Units
From Other Units
and Common Elements:

The plane of the interior surface of the wall studs facing any Unit with respect to all masonry bearing walls; the plane of the interior surface of the wall studs facing any Unit with respect to any single non-masonry bearing wall; and the planes of the interior surfaces of the wall studs facing the Units of any double walls separating the Units.

D. Exterior Building Walls, Doors and Windows:

As to exterior walls, the plane of the interior surface of the wall studs; as to doors, including any storm doors, the exterior surface thereof and of the door frame; and as to windows and roofs and walls, including storm windows and skylights, the interior surface of the glass and the frames of any windows and skylights.

4. COMMON AREAS AND FACILITIES; PARKING SPACES; STORAGE CUBICLES

4.1. Common Areas and Facilities. The common areas and facilities of the Condominium (the "Common Areas and Facilities") include the items set forth herein and in the definition of common areas and facilities of Chapter 183A, Section 1, as the same may be amended from time to time, except as hereinafter set forth, and shall include: (a) the Land described above in Article 2, subject to the reservations, restrictions, easements and agreements referred to in Exhibit A and set forth herein; (b) the foundations structural columns, chases, girders, beams, vents, chimneys, supports, party walls, common walls, main walls, corridors, lobbies, halls, roofs, common stairways, elevators, fire escapes, and common entrances and exits of the Premises; (c) all conduits, ducts, pipes, plumbing, wiring, flues, and other facilities for the furnishing of utility services which are contained in portions

of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Premises other than the Unit within which such facilities are contained; (d) the meters and sillcocks serving common areas and facilities; (e) any common security or other system intended to limit access to the Units or Common Areas initially installed by Declarant; (f) all balconies, terraces, decks, service corridors and loading docks and the Additional Parking Spaces, as that term is defined hereunder; provided, however, that each owner of a Unit ("Unit Owner") having direct access to a balcony, terrace or deck from the interior of his or her Unit shall have an exclusive easement for the use of such balcony, terrace or deck, as provided below in Article 13; (g) subject to the reservations contained in this Section 4.1, the yards, lawns, gardens, driveways, walkways, and the improvements thereon, including walls, railings, steps, lighting fixtures, trees and plants; (h) the Common Areas of the Condominium as shown on the plans filed herewith (the Common Areas and Facilities hereinafter may be referred to collectively as the "Common Elements").

Notwithstanding anything to the contrary contained in this Article, the Common Elements are subject to: (a) such exclusive rights, easements and limitations on use contained herein or as established hereafter pursuant to the provisions of this Master Deed; (b) the provisions of Article 13 of this Master Deed; and (c) the easements, restrictions, covenants, obligations and other encumbrances referred to in Exhibit A attached hereto. The Common Elements are also subject to the provisions of the Marina Point Condominium Declaration of Trust (the "Declaration of Trust") and the rules and regulations promulgated pursuant to the Declaration of Trust (the "Rules and Regulations") with respect to the use and maintenance of the Common Elements. This Master Deed, the Declaration of Trust and the Rules and Regulations are referred to collectively hereunder as the "Condominium Documents."

4.2. Percentage Interest. Subject to the provisions of Article 9 hereof, each Unit Owner shall be entitled to an undivided interest in the Common Elements (its "Percentage Interest") in the percentages set forth in Column I of Exhibit B attached hereto. The Percentage Interest of each Unit Owner shall be changed in accordance with any amendment of this Master Deed adopted pursuant to the provisions of Article 9 hereof, provided, however, that in the event of an amendment to this Master Deed executed by the Declarant pursuant to its rights to add additional improvements and Units (the "Phase II Units") to the Condominium contained herein, the Percentage Interest of any Unit Owner shall not be less than the percentage set forth in Column II of Exhibit B with respect to such Unit.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in any conveyance or other instrument.

Each Unit Owner may use the Common Elements in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the Common Elements shall be subject to the provisions of the Declaration of Trust and the Rules and Regulations with respect to the use of the Common Elements and the granting of exclusive easements over certain of the Common Elements to particular Unit Owners and payments required therefor.

Parking Garage Spaces. Each Unit will be conveyed together with the exclusive easement, subject to the provisions of this Master Deed, the individual Unit Owner's deed, the Declaration of Trust and the Rules and Regulations to use and occupy one or more designated parking spaces in the Parking Garage ("Parking Garage Spaces") for parking of registered private automobiles. This right shall be appurtenant to each Unit, shall transfer and run with the ownership of each Unit and shall be designated in and by the deed to each Unit from the Declarant to the purchaser thereof or, in the case of a grant separate from such deed as otherwise permitted hereunder, in and by the instrument of grant so utilized. A Unit Owner may transfer his or her exclusive easement to any Parking Garage Space to another Unit Owner. Except as referred to in Article 13 of this Master Deed, no right or interest in or to any Parking Garage Space shall exist in anyone other than a Unit Owner, or those holding a mortgage or security interest in any Unit. Any attempt to assign, transfer or convey any exclusive easement to a Parking Garage Space to anyone other than a Unit Owner or those holding security interest in, or mortgage of, any Unit shall be void.

No acquisition or transfer of interest in a Parking Garage Space shall take effect (except in the case of transfers to or from the Declarant or the Trustees) unless and until (a) all parties to the transaction shall have notified the Trustees of the proposed transaction; and (b) all instruments required to grant the transferred right in and to such Parking Garage Space shall have been filed in the Registered Land Office.

Notwithstanding any provision in this Article 4 to the contrary, expenses reasonably allocable to the maintenance, repair and operation of the Parking Garage Spaces shall be assessed solely and directly to the Unit Owner having the exclusive right and easement to use and enjoy any such Parking

Garage Space in accordance with the provisions of this Section 4.3 and Articles 9 and 13 hereof.

- Excess Parking Garage Spaces. Following (a) the grant, conveyance or sale by Declarant of all Phase I Units, (b) Declarant's exercise of its right to add the Phase II Units to the Condominium as provided herein and (c) the sale of all Phase II Units, certain of the Parking Garage Spaces (the "Excess Parking Garage Spaces") may not have been granted as an exclusive easement for the use of any specific Unit Owner. After the first to occur of (a) the sale of all of the Phase I and Phase II Units or (b) seven years from the date hereof, the Trustees may grant or assign the use of any such Excess Parking Garage Spaces to Unit Owners for such periods and for such monthly charges as the Trustees may determine. Until the occurrence of either of the events identified in clauses (a) and (b) of the immediately preceding sentence, the Declarant shall have the right to grant or assign any Parking Garage Spaces which have not been the subject of the grant of an exclusive easement for the use thereof to a Unit Owner (other than the Declarant) pursuant to the provisions of Article 13 hereunder and the Parking, Pool and Roadway Easements filed herewith. In no event, however, shall those portions of the Parking Garage over which the Declarant has reserved an easement pursuant to the terms of the Parking, Pool and Roadway Easements be deemed to be Excess Garage Parking Spaces.
- 4.5. Storage Cubicles. Each Unit shall have the exclusive right and easement to use a storage cubicle located in the Parking Garage (as shown on the Floor Plans) and designated for such Unit in and by the deed of such Unit from the Declarant to the purchaser thereof. The storage cubicles are part of the Common Elements and are to be maintained and repaired by the Trustees of the Marina Point Condominium Trust (the "Trustees"). The cost of such repair and maintenance is to be assessed solely and directly to the Unit Owner having the exclusive right to use any such storage cubicle. The storage cubicles have not been enclosed as of the date of this Master Deed, but the Declarant shall have the right and obligation to enclose such storage cubicles.
- 4.6. Additional Parking Spaces. As used herein, the term "Additional Parking Spaces" shall mean the fifty-two (52) parking spaces to be located above the Garage shown on the Site Plan. The Additional Parking Spaces, when constructed, shall be part of the Common Elements and shall be used (except as provided herein or except as provided by express written consent of the Declarant or the Trustees) only by temporary visitors of Unit Owners. The Additional Parking Spaces may not be utilized by any Unit Owner or any occupant of any Unit other than for temporary loading and unloading. Unit Owners' (and Unit occupants') temporary visitors may park in the Additional Parking Spaces overnight upon compliance with the Trustees'

administrative rules and regulations with respect to temporary parking in the Additional Parking Spaces. Notwithstanding anything to the contrary contained herein, however, the Trustees and the Declarant shall have the right to grant to any handicapped Unit Owner (or Unit occupant) an exclusive easement to use an Additional Parking Space. To the extent that the Trustees or the Declarant so assign such Additional Parking Spaces, expenses reasonably allocable to the maintenance, repair and operation of any such specially assigned Additional Parking Space shall be assessed solely and directly to the Unit Owner or Unit occupant having the exclusive right and easement to use and enjoy such Additional Parking Space.

5. EASEMENTS TO CERTAIN COMMON ELEMENTS

Each Unit Owner shall have an easement in common with all other Unit Owners to use all conduits, ducts, pipes, flues, cables, and plumbing, wiring, utility, sewer and drainage lines and all other Common Elements located in or serving any of the Units. Each Unit Owner shall have an easement in and through the Common Elements to the extent reasonably necessary to maintain, repair or replace the conduits, flues and other connecting services to the Unit's fireplace, if any, and condensing unit or units.

The Trustees shall have, and are hereby granted, a right of access to each Unit to inspect the Common Elements and to eliminate any and all violations of the provisions of this Master Deed, the Declaration of Trust, the Rules and Regulations and any other applicable law, rule or regulation, and to maintain, repair, replace or adjust the Common Elements contained therein or serviced therefrom.

The Trustees shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, relocate, add to or alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping located in or on the Common Elements, other than those Common Elements to which any Unit Owner has an exclusive easement as provided herein. The Trustees may, and are hereby granted the right, to make excavations for any of the above purposes. In addition, the Trustees shall have, and are hereby granted, the right to alter or amend any and all easements (except for exclusive easements reserved herein for the use of any Unit Owner or the Declarant) located on or under the Premises.

6. MAINTENANCE

6.1. Maintenance by the Trustees of the Common Elements. The Common Elements of the Condominium shall be subject to the provisions of the Declaration of Trust and the Rules and

Regulations promulgated pursuant thereto with respect to the use and maintenance of the Common Elements.

The Trustees shall perform routine repair and maintenance to balconies, terraces and decks to which any Unit Owner has an exclusive easement, unless such exclusive Common Elements are damaged or broken by the Unit Owner or his or her quests or invitees, in which case such Unit Owner shall be directly and solely assessed any cost of repair and maintenance of such portion of the Common Elements. Notwithstanding any provision to the contrary contained herein, the Trustees, at their option, may specifically allocate the cost of repair and maintenance of balconies, terraces and decks to which any Unit Owner has an exclusive easement to such Unit Owner.

6.2. Maintenance of Certain Common Elements by Unit Owners. In addition to obligations of maintenance and repair as provided in this Article 6, the Declaration of Trust and the Rules and Regulations, the Trustees shall repair and maintain the exterior of all exterior of all doors and door frames, door hardware, and the exterior surface of all window frames of the Units, unless such Common Elements are damaged or broken by the Unit Owners, their guests or invitees, in which case such Unit Owner shall be solely responsible for the cost of the repair or replacement of such damaged Common Elements.

All repair and replacement required herein to be performed by and at the sole expense of Unit Owner shall be performed and conducted in accordance with the restrictions set forth in this Master Deed, the Declaration of Trust and the Rules and Regulations. If any Unit Owner shall fail or neglect to repair or replace any Common Element as required, or if any Unit Owner shall fail to perform any other work or take any action required to be performed or taken pursuant to this Master Deed, the Declaration of Trust or the Rules and Regulations, the Trustees may, but are not required, to perform any such work or take any such action, and shall charge any such Unit Owner for costs relating thereto, for which such Unit Owners shall be liable in addition to such Unit Owner's share of the Common Expenses. Until such costs or charges are paid by any such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of Section 6 of Chapter 183A. any Unit Owner fails to reimburse the Trustees for such Unit Owner's share of the costs and expenses incurred in operating, repairing or replacing the Common Elements, such Unit Owner shall be liable for his or her share of any such costs and expenses in addition to such Unit Owner's share of the common expenses as set forth in the Declaration of Trust. Until such costs and expenses are paid by any such Unit Owner, they shall constitute a lien against such Unit pursuant to the provisions of Section 6 of Chapter 183A.

Any charge which is permitted to be assessed herein directly to any Unit Owner shall be paid by such Unit Owner and, until paid, shall constitute a lien against any such Unit pursuant to Section 6 of Chapter 183A.

In the exercise of their discretion, the Trustees may require various levels of upkeep by the individual Unit Owners with respect to the Common Elements which Unit Owners are required herein, or under the Declaration of Trust or the Rules and Regulations, to repair and replace, and the Trustees may reasonably regulate, control and make additional rules relating to the appearance, painting, decoration or utilization of such Common Elements.

7. USE OF UNITS AND PARKING GARAGE SPACES

- 7.1. Residential Use. Except for development, sale, leasing and display of unsold Units by the Declarant, and the leasing of Units as provided in this Article 7, the Units are intended for use as single family residences for the Unit Owners, members of Unit Owners' immediate families or for no more than two (2) unrelated persons. Nothing contained herein, however, shall prohibit any Unit Owner from having temporary guests.
- 7.2. Business Activities Restricted. No business activities of any nature shall be conducted in any Unit except as set forth in this Article 7 and as set forth in Article 13; provided, however, that a person residing in any Unit may maintain an office therein for his or her personal or professional use, but no employees or other persons other than a resident of the Units shall engage therein in any such activities, and no office shall be advertised, held out or used as a place for service to customers, clients or patients.
- 7.3. Parking Garage Spaces and Additional Parking Spaces. Subject to the provisions of Article 13 hereunder, individual Parking Garage Spaces shall be used only for parking registered motor vehicles by Unit Owners having an exclusive easement to use such Parking Garage Spaces and their guests or lessees. The Additional Parking Spaces shall be used only for parking registered motor vehicles by Unit Owners and their guests or lessees. No trucks, boats, trailers (whether capable of independent operation or attached to an automobile or other vehicle), commercial vehicles, or the like, may be parked in the Parking Garage Spaces or the Additional Parking Spaces without the express written consent of the Trustees. Only one vehicle is allowed in each Parking Garage Space or Additional Parking Space.

In instances where vehicles using the parking spaces and other facilities of the Condominium do not comply with the

foregoing provisions, the Trustees may authorize non-complying vehicles to be towed at the expense of the vehicle owners.

Leasing. The Units shall be subject to the further restriction that, unless approved in writing by the Trustees, no Unit shall be rented, let, leased or licensed for use or occupancy by anyone other than the Unit Owners except for periods of one (1) year or more. In all instances, Units may only be rented, let, leased or licensed to persons who have first been approved in writing by the Trustees; provided, however, that such right of approval by the Trustees shall not be exercised so as to restrict use of the Units because of race, religious creed, color, national origin, sex, age, ancestry or marital status, nor shall such approval be otherwise unlawfully or unreasonably withheld or delayed by more than ten (10) days. Notwithstanding any such rental, letting, leasing or licensing, Unit Owners shall maintain electric service in their Units in their own names. persons to whom Units are rented, let, leased or licensed must comply with the provisions of this Master Deed, the Declaration of Trust and the Rules and Regulations. The provisions of this paragraph are subject to the rights of Declarant set forth in this Article 7.

With the exception of that portion of the Parking Garage subject to the Declarant's rights under the Parking, Pool and Roadway Easements filed herewith (which rights are also referred to in Sections 7.10 and 13.1 of this Master Deed), the Parking Garage Spaces shall be subject to the further restriction that, unless first approved in writing by the Trustees, Parking Garage Spaces shall be rented, let, leased or licensed for use or occupancy by anyone other than a Unit Owner, a Unit Owner's tenant or an occupant of a Unit, for periods of four (4) months or longer. In all instances, Parking Garage Spaces may only be rented, let, leased or licensed to persons who have first been approved in writing by the Trustees; provided, however, that right or approval by the Trustees shall not be exercised so as to restrict use of the Parking Garage Spaces because of race, religious creed, color, national origin, sex, age, ancestry or marital status, nor shall such approval be otherwise unlawfully or unreasonably withheld or delayed by more than ten (10) days. Those persons to whom Parking Garage Spaces are rented, let, leased or licensed must comply with the provisions of the Condominium Documents. Notwithstanding any provision to the contrary above, any such lease of a Parking Garage Space by a Unit Owner (excluding any lease of a Parking Garage Space by the Declarant as provided in Sections 7.10 and 13.1 of this Master Lease) shall automatically expire upon the transfer of the Unit to which the leased Parking Garage Space is appurtenant.

of the Buildings and Units shall be preserved without modification and, to that end, and without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner, lighting fixture or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any Unit or any part of any Unit, including, without limitation, balconies, decks or terraces. In addition, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware, and no painting, attaching decal or other decoration shall be applied to any exterior part or surface of any Unit, including, without limitation, balconies, decks or terraces, or on the interior surface of any window.

All windows must be covered with mini-blinds of the same style and color initially installed by the Declarant. In addition, subject to all restrictions set forth in the Condominium Documents, for the purpose of controlling noise during construction and use, any Unit Owner who desires to add or replace any wood, tile or other hard-surfaced flooring must obtain the written consent of the Trustees as to construction technique and materials.

All aspects of balcony lighting, including type of external fixture located on the balconies, wattage and hours of illumination shall be controlled by the Trustees. The Trustees shall replace all lightbulbs to the exterior balcony light fixtures with similar standard bulbs as necessary. Each Unit Owner shall pay the electricity costs associated with such exterior balcony lighting.

- 7.6. Temperature. All Units shall be heated at all times to maintain minimum temperatures in the Units of 55° to prevent pipes, plumbing facilities and other Common Facilities from freezing. If any Units Owner fails to maintain a 55° temperature as required herein, the Trustee shall have the right to enter any such Unit at any time to turn up the heating to maintain the minimum temperature required herein, or to repair any damage caused by such Unit Owner's failure to maintain the required minimum temperature set forth herein. Any heating bills incurred by any Unit Owner as a result of such action by the Trustees, or any repair bills thus incurred, shall be paid by the responsible Unit Owners and, until paid, shall constitute a lien against any such Unit pursuant to Section 6 of Chapter 183A.
- 7.7. Heating and Air Conditioning. No Unit Owner other than the Declarant shall install or permit to be installed in any Unit any air conditioning system or device or any heating system or device without the express written consent of the

Trustees and unless the power therefor is separately metered or otherwise equitably apportioned in such manner as to be exclusively chargeable to the Unit Owner installing any such system or device. Any such installation which is permitted herein shall comply with all applicable laws and regulations, and shall conform and be subject to the provisions of this Master Deed, the Trust, the By-Laws and the Rules and Regulations relating to alterations, modifications, installations and changes in Units.

7.8. Fireplaces and Wood Stoves. Fireplaces shall be operated in compliance with all applicable laws, rules and regulations with respect to the use, maintenance and cleaning of any fireplace and the storage and handling of wood, coal or other fuels therefor. The Trustees shall have the right to enter any Unit containing a fireplace to correct any non-compliance with the provisions of this Section, all at the sole expense and risk of the applicable Unit Owner.

Wood or coal stoves or similar devices shall be permitted only upon compliance with applicable laws and regulations and only upon the prior written consent of the Trustees, who shall, as a condition of any such approval, require (a) compliance with the Rules and Regulations with respect to the installation, use, maintenance and cleaning of any such device and 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 the Rules and Regulations and all applicable laws and regulations, all at the sole expense and risk of the applicable Unit Owner. Any such wood or coal stove or similar device shall not be used for space heating purposes.

- 7.9. Enforceability. All restrictions contained in this Article 7: (a) shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Elements; (b) shall be enforceable solely by the Trustees; and (c) shall, insofar as is permitted by law, be perpetual; to that end, all such restrictions may be extended by the Trustees at such time or times and in such manner as is permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Article 7 except as occurred during his or her Unit ownership.
- 7.10. Activities Reserved to Declarant. Notwithstanding the foregoing provisions of this Article 7 or any other provision of this Master Deed, the Declarant, any affiliate of the Declarant or any other person or entity designated by the Declarant may, for its own account: (a) let or lease Units which Declarant owns; (b) use any Units owned or leased by Declarant as model units for the purpose of the promotion, sale, resale or leasing of Units; (c) use any of the Common

Elements, or portions thereof, for the purpose of promotion, sale or leasing of Units; (d) erect and maintain signs in and on the Common Elements for any of the purposes permitted in this Article 7 for so long as Declarant or any affiliate of Declarant owns any Unit, including any model Unit in the Condominium; (e) complete any construction, landscaping or similar activity in or to the Common Elements; (f) complete any renovations, finishing work or similar activity in or to any Units; and (g) exercise all other rights reserved to or conferred upon the Declarant under the provisions of this Master Deed or the Parking, Pool and Roadway Easements filed herewith.

7.11. Pets. No pet or pets are allowed in any Unit or in the Common Areas.

8. ENCROACHMENTS

If any portion of the Common Elements encroaches on any Unit, or if any Unit encroaches on any other Unit or any portion of the Common Elements, or if any such encroachment shall occur hereafter as the result of (a) settling or shifting of any Building, (b) alteration or repair of the Common Elements performed by or with the consent of the Trustees, (c) repair or restoration of any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, then a valid easement shall exist for any such encroachment and for the maintenance of the same so long as the Buildings shall stand.

9. ADDITIONS TO THE CONDOMINIUM

- 9.1. Additions to the Condominium. The Declarant is constructing an additional tower of the Building to be used for residential purposes (the "Additional Tower"), of design similar to or architecturally compatible with that of Marina Point West and containing an additional one hundred fifteen (115) residential condominium units (the "Additional Units"). The maximum number of condominium units in the Condominium following the addition of the Additional Tower and the Phase II Units to the Condominium shall be two hundred forty-five (245).
- 9.2. Amendment of Master Deed. The Declarant hereby reserves the right for itself, its successors and assigns, without the consent of any Unit Owner or any holder of a mortgage on a Unit, pursuant to and in accordance with the provisions of this Article, to amend this Master Deed at any time (i) to add the Additional Tower, the Phase II Units to be contained therein and all other structures or improvements which may be located on the Land to the Condominium, and (ii) to grant or amend easements, as set forth in Section 13.3 hereof, provided only that the use of the Units is not materially and adversely affected thereby, by

filing an amendment to the Master Deed with the Registered Land Such amendment or amendments to the Master Deed shall Office. be filed with the Registered Land Office together with a set of plans showing the layout of the floors and the Units within the Additional Tower and depicting the unit numbers, layout, dimensions and location within the Additional Tower, the main entrance and immediate Common Areas to which each new Unit has access, and bearing the certification of a registered professional engineer or registered land surveyor that the plans, taken together, fully and accurately depict the layout, location, unit numbers and dimensions of the Additional Units Upon the filing of any such amendment to the Master as built. Deed, the Additional Tower and the Common Elements thereof shall become a part of the Condominium as if included and described in this Master Deed. In addition, upon the filing of such an amendment to the Master Deed, the Percentage Interest of each Unit Owner of a Phase I Unit shall decrease as provided above in Article 4.

By the acceptance of a deed to a Unit within the Condominium, each Unit Owner and the holder of a mortgage on any Unit shall have consented to any amendment to this Master Deed or a restatement of this Master Deed made pursuant to Section 9.2 hereof without the Declarant being required to obtain the further consent of any Unit Owner or any such mortgage holder to any such amendment. The Declarant is hereby appointed as the true and lawful attorney-in-fact for all Unit Owners and holders of mortgages on any Unit to execute, acknowledge, deliver and record any such amendment of this Master Deed, the power of attorney hereby granted being coupled with an interest and irrevocable.

Nothing contained in this Master Deed shall be deemed to restrict the right of the Declarant to construct additions to the Building or other improvements located on the Land; provided, however, that if Declarant elects to construct any additions to the Building or other improvements located on the Land, such additions or improvements shall be designed so as not to detract in the reasonable opinion of Declarant from the architectural or other aesthetic features of the Building.

9.3. Assignment of Parking Spaces and Storage Cubicles to Additional Units. Notwithstanding any provision to the contrary contained herein, and in addition to all other reservations of Declarant set forth herein, Declarant hereby reserves an easement, and shall have the right, without the consent of any Unit Owner or holder of a mortgage on any Unit, to assign to each Unit which may be added to the Condominium pursuant to the provisions of this Master Deed the use of one (1) or more Parking Garage Spaces and one (1) or more Storage Cubicles at the time that the Additional Tower is included in the Condominium. In addition, the Declarant shall have the

right, without the consent of any Unit Owner or holder of a mortgage on any Unit, to allocate any unallocated Parking Garage Spaces or Storage Cubicles at the time the Additional Tower is included in the Condominium.

9.4. Additional Tower; Termination of Amendment Rights. The Declarant shall not amend this Master Deed to add the Additional Tower to the Building and the Condominium or the Phase II Units to the Condominium until such time as the Additional Tower is sufficiently completed to permit the Units contained therein to comply with the provisions of Chapter 183A.

The rights of the Declarant reserved herein to add the Additional Tower to the Building and the Condominium and the Phase II Units to the Condominium shall terminate and be of no force and effect on the first to occur of the following (the "Termination Date"): (a) seven (7) years from the date hereof, (b) at such time as Declarant has filed a written instrument with the Registered Land Office, executed by Declarant, in which Declarant expressly waives and releases the rights and easements reserved in this Master Deed to add the Additional Tower to the Condominium or (c) at such time as the maximum number of units permitted under this Master Deed are included in the Condominium.

After the Termination Date, the Declarant and the Trustees shall have the right, without the consent of any Unit Owner or holder of a mortgage on a Unit, pursuant to and in accordance with the provisions of this Article, to execute and record an amended Master Deed consolidating this Master Deed and any and all amendments that have been made thereto. Such amended Master Deed shall, upon its filing, supersede this Master Deed and all amendments made thereto, and shall constitute the Master Deed of the Marina Point Condominium.

10. AMENDMENT

- 10.1. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing signed by the Owners of Units entitled to seventy-five percent (75%) or more of the undivided interests in the Common Elements, signed and acknowledged by a majority of the Trustees, and duly filed with the Registered Land Office; provided, however, that:
 - a. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been filed with the Land Court within six (6) months after such date.
 - b. No instrument of amendment which alters the dimensions of any Unit or adversely affects a Unit Owner's

exclusive right to use any Common Elements as provided herein shall be of any force or effect unless the same has been signed by the Owner(s) of the Unit so altered or whose exclusive right is so affected.

- c. Except as provided in and except in accordance with the provisions of Article 9 of this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by the Owners of all of the Units and said instrument is therein designated as an Amended Master Deed or an amendment to the Master Deed.
- d. No instrument or amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon shall be of any force or effect unless the same has been assented to by the holder of any such mortgage, but an amendment of the Master Deed pursuant to Article 9 hereof reducing the percentage of any Unit's Percentage Interest shall not be treated as an instrument impairing the security of any mortgage.
- e. Nothing contained in this Article 10, and no amendment adopted pursuant to the provisions of this Master Deed, shall be deemed or construed to vitiate or impair (a) the rights reserved to the Declarant in Article 9 hereof to amend this Master Deed without the consent of any Unit Owner to add the Additional Tower to the Condominium in the manner set forth in Article 9, or (b) the rights conferred upon the Declarant in any other provision of this Master Deed.
- f. No instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A or any other applicable law, governmental regulation, permit or approval shall be of any force or effect.
- 10.2. Clerical or Factual Corrections. Notwithstanding the foregoing provisions of this Article 10 or any other provision to the contrary contained in this Master Deed, the Declarant reserves and shall have the right, at any time and from time to time until neither the Declarant nor any affiliate of Declarant any longer owns any Unit, including any Additional Unit, or has the right to construct any such Additional Unit and add such Unit or Units to the Condominium, to amend, alter, add to or change this Master Deed without the consent of any Trustee or Unit Owner, by instrument in writing signed and acknowledged by

the Declarant and duly filed with the Registered Land Office for, and only for, the purpose of making clerical or factual corrections to the provisions of this Master Deed, including, without limitation, clerical or factual corrections to the plans and provisions relating to any appurtenance to any Unit or any description of or Percentage Interest appurtenant to any Unit. For the purposes set forth in this Section 10.2, the consent of any Eligible Mortgage Holder (as that term is defined below in Section 12.1) shall be implied when such Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment to correct a clerical or factual error within thirty (30) days after the amendment proposal is made.

11. MARINA POINT CONDOMINIUM TRUST

The trust through which the Unit Owners will manage and regulate the Condominium established hereby shall be called the "Marina Point Condominium Trust" under a Declaration of Trust of even date and filed herewith (the "Trust"). The Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of their Percentage Interest. The original and present trustees (the "Trustees") of the Trust are as follows: Peter F. O'Connell, William S. O'Connell and Robert J. Connelly, all of One Heritage Drive, North Quincy, Massachusetts.

The Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A. In addition, the Trustees have enacted Rules and Regulations pursuant and in accordance with the provisions of Chapter 183A.

12. SECONDARY MARKET REQUIREMENTS

It is the intention of the Declarant that the Condominium conform 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 requirement imposed by Chapter 183A, the following provisions shall govern and control the Condominium and its operation and management, notwithstanding anything to the contrary which may be contained elsewhere in this Master Deed, the Declaration of Trust or the Rules and Regulations.

12.1. Additional Definitions.

Eligible Mortgage Holders. Those holders of a first mortgage on a Unit which have requested the Trustees to notify them of any proposed action that requires the consent of a

specified percentage of first mortgage holders, insurers or guarantors, as hereinafter provided.

12.2. FNMA Provisions.

(a) Availability of Project Documents. The Trust shall have current copies of the Condominium Documents as well as its own books, records and financial statements available for inspection by Unit Owners or by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium. Such documents shall be available during normal business hours or under other reasonable circumstances.

In addition, the Trustees shall provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit submits a written request for such audited statement and pays the expense of its preparation.

- Amendments to Documents. The Unit Owners shall have the right to amend the Condominium Documents as provided elsewhere in this Master Deed. Eligible Mortgage Holders shall also have the right to participate in decision making with respect to certain amendments to the Condominium Documents. Material provisions of the Condominium Documents may be amended by Unit Owners representing at least 67% of the undivided interest in the Common Elements of the Trust, unless a higher percentage is required elsewhere in the Condominium Documents or by law and if approved by Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. For the purposes of this Article, Eligible Mortgage Holders shall be entitled to one vote for each Unit subject to a first mortgage held by such Eligible Mortgage Holder. A change to any of the following shall be considered material:
 - (a) voting rights;
 - (b) assessments, assessment liens, or subordination of assessment liens;
 - (c) reserves for maintenance, repair and replacement of Common Elements;
 - (d) responsibility for maintenance and repairs;
 - (e) reallocation of interests in the Common Elements or in the Exclusive Easement Areas, or rights to their use;
 - (f) boundaries of any Unit;

- (g) convertibility of Units into Common Elements or convertability of Common Elements into Units;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit which shall require the consent of the Unit Owner affected;
- (1) a decision by the Trustees to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any determination by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property shall require the assent of Eligible Mortgage Holders representing at least 67% of the votes of the mortgaged Units.

- (c) Encroachments. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Premises results either in the Common Elements encroaching on any Unit, or in a Unit encroaching on the Common Elements or another Unit, a valid easement shall be created for both the encroachment and its maintenance. The easement shall extend for the length of the period that the encroachment exists.
- (d) <u>Condemnation</u>, <u>Destruction or Liquidation</u>. In the event of any taking by condemnation or destruction from an insurable hazard or liquidation of assets of the Condominium resulting in losses or proceeds, the Trustees shall be designated to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with respect to such losses or proceeds. Each Unit Owner hereby appoints the

Trustees, or any of them, as an attorney-in-fact for this purpose. With respect to proceeds received as a result of condemnation proceedings, the Trustees shall first determine the nature and degree of the taking upon the Common Elements and Units affected thereby, shall retain a just proportion of such proceeds received to the extent that such taking affects Common Elements, and shall pay Unit Owners whose Units have been affected by any such taking a just proportion of the balance of the proceeds received.

Any proceeds from such a settlement shall be payable to the Trustees or the insurance trustee, if any, for the benefit of the Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of the Condominium shall be paid to the Unit Owners in proportion to their respective Percentage Interests.

- (e) Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of the mortgage on any Unit, upon written request to the Trustees, shall be entitled to timely written notice of:
 - (i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;
 - (ii) any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage;
 - (iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees, if any, which are required to be maintained;
 - (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders; such Eligible Mortgage Holders shall be permitted to designate a representative to attend the meeting at which such action shall be taken; and
 - (v) any default in the performance by the individual Unit Owners of any obligation under the Condominium Documents which is not cured within sixty (60) days.

12.3. FHLMC Provisions.

(a) Any "right of first refusal" contained in the Condominium Documents shall not impair the rights of a first mortgagee to:

- (i) foreclose on or take title to a Unit pursuant to the remedies provided in the mortgage;
- (ii) accept a deed or assignment in lieu of foreclosure in the event of a default by a mortgagor;
- (iii) sell or lease a Unit acquired by the mortgagee.
- (b) 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.
- (c) The acquisition by any person taking title to a Unit through a foreclosure sale duly conducted by an eligible mortgage holder shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in the Condominium Constituent Documents in this Master Deed.
- (d) Except as provided by statute in case of condemnation or substantial loss to the Units or Common Elements and unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage held) or Unit Owners other than the Declarant have given their prior written approval, the Trustees shall not be entitled to:
 - (i) by act or omission, seek to abandon or terminate the Condominium;
 - (ii) change the pro rata interest or obligations of any individual Unit in order to levy assessments or charges, allocate distributions of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Unit in the Common Elements;
 - (iii) partition or subdivide any Unit;
 - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium, the setting aside of storage cubicles and the granting or leasing of rights of use or easements with respect to Parking Garage Spaces, shall not be deemed an action for which any prior approval of an Eligible Mortgage Holder shall be required under this subparagraph; or

- (v) use hazard insurance proceeds for losses to any Condominium property (whether to Units or Common Elements) for other than the repair, replacement or reconstruction of the Premises.
- (e) Consistent with Massachusetts law, all taxes, assessments and charges which may become liens prior to the first mortgage shall relate only to the individual Units and not to the Condominium project as a whole.
- (f) No Unit Owner or any other party shall have priority over any rights of a first mortgagee of any Unit pursuant to its mortgage in the case of a distribution to any Unit Owner of insurance proceeds or condemnation awards for losses to or the taking of Units or Common Elements.
- (g) Condominium dues or charges shall include an adequate reserve fund at least equal to two months estimated common charge for each Unit for maintenance, repairs and replacement of those Common Elements which must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.
- (h) Any agreement for the professional management of the Condominium, or any other contract providing for services of the Declarant, may not exceed three (3) years in length. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice; provided, however, that any such management agreement may not be terminated without the prior written consent of Unit Owners entitled to at least 67% of the beneficial interest in the Trust and first mortgagees holding mortgages on Units entitled to at least 51% of the beneficial interest in the Trust.

- 13. PARKING AND OTHER EXCLUSIVE EASEMENTS

13.1. Parking Easement. The Premises are subject to an easement reserved in the Parking, Pool and Roadway Easements filed herewith for the benefit of the Declarant, its successors and assigns, and appurtenant to adjacent real property owned by the Declarant, its successors and assigns, for the use (subject to the rights of Unit Owners to use the Common Elements in accordance with their intended purposes as set forth in Section 4.2 hereof) of those portions of the Parking Garage (the "Exclusive Parking Garage Easement") shown on Sheet 3 of the Floor Plans, together with the non-exclusive easement, in common with the Unit Owners, to use that portion of the Parking Garage necessary for access to, passage through and egress from the Exclusive Parking Garage Easement, including, without limitation, a stairway to be constructed by Declarant through the southerly wall of the Parking Garage. Declarant, its

successors and assigns may use, lease, occupy and otherwise enjoy the easements referred to in this Article 13 in any manner permitted under the Condominium Documents, the Parking, Pool and Roadway Easement and any applicable law or regulation. Notwithstanding any provision to the contrary contained herein, pursuant to the terms of the Parking, Pool and Roadway Easement, the Declarant may use, lease, occupy and otherwise enjoy all or a portion of the Exclusive Parking Garage Easement for a period or periods of such duration as the Declarant may deem desirable. Furthermore, nothing contained in this Master Deed shall prevent the Declarant from instituting and maintaining a program of attendant-assisted parking with respect to the Parking Garage Spaces located within the Exclusive Parking Garage Easement. Declarant may release, grant or transfer to a Unit Owner, as a right appurtenant to the Unit owned by such Unit Owner, all or any portion of the Exclusive Parking Garage Easement, subject to the restriction that, after any such transfer by the Declarant to a Unit Owner, further transfers by such Unit Owner of such exclusive easement shall be made only (a) to another Unit Owner or (b) in connection with and appurtenant to the sale, transfer or other disposition of the fee interest in such Unit.

- 13.2. Exclusive Easement to Balconies, Terraces and Decks. Unit Owners having direct access to a balcony, terrace or deck from the interior of his or her Unit shall have an exclusive easement for the use of such balcony, terrace or deck, subject to the provisions of Article 4 of this Master Deed.
- Development of Adjacent Land. Notwithstanding any provision to the contrary contained herein, and in addition to all other reservations of Declarant set forth herein, Declarant hereby reserves and shall have the right, without the consent of any Unit Owner or holder of a mortgage on any Unit, to grant to Declarant or its successors and assigns as the owner any portion of the Adjacent Land, easements (or amendments thereof) across, under, over and through the Premises or any portion thereof or rights appurtenant thereto for the purpose of developing the Adjacent Land (and after any such development, for its continued use, maintenance, operation, repair, reconstruction, rebuilding or redevelopment). Furthermore, Declarant hereby expressly reserves and shall have the right to make such use of the Common Elements as may reasonably be necessary or convenient to enable the Declarant and its agents to develop (or otherwise use) the Adjacent Land, provided that such use does not materially adversely interfere with the operation of the Building or use of the Units for their intended purposes, and provided further that such use does not impose any additional cost or expense to the Unit Owners. Declarant's rights hereunder shall include, but shall not be limited to, the transportation, storage and handling of materials and equipment.

The rights of the Declarant herein reserved to grant easements, licenses or the like to itself or its successors and assigns as the owner of the Adjacent Land for development purposes shall be independent of and in addition to any and all other rights described herein and shall terminate and be of no force or effect on the earlier of (a) 7 years from the date of filing this Master Deed, or (b) at such time as the Declarant has filed a written instrument with the Registered Land Office executed by the Declarant in which Declarant expressly waives and releases its right to grant easements, licenses or the like to itself or its successors and assigns, except that any easements, licenses, grants or other rights made, created or granted pursuant to this Section 13.3 prior to the occurrence of either of the events set forth in clauses (a) or (b) immediately above shall continue in full force and effect thereafter.

13.4. Use of Adjacent Land. Notwithstanding any provision to the contrary contained herein, and in addition to all other reservations of Declarant set forth herein, Declarant hereby reserves and shall have the right, without the consent of any Unit Owner or holder of a mortgage on any Unit, to use any part of the Adjacent Land for retail, office, manufacturing or industrial purposes or any other uses permitted by then applicable zoning ordinance (or any variance, special permit or waiver of such zoning ordinance). Each Unit Owner and holder of a mortgage on any Unit, by filing or other recording of the deed to his or her Unit, shall thereby have consented to such use of the Adjacent Land by the Declarant without the requirement or the necessity of requiring any further consent, or the execution of any documents by any Unit Owner or the holder of a mortgage on any Unit.

14. MISCELLANEOUS

- 14.1. Chapter 183A. The Units, Common Elements, Unit Owners and Trustees shall have the benefit of and shall be subject to the provisions of Chapter 183A, and shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby; including, without limitation, provisions of Chapter 183A with respect to common expenses, funds and profits, improvement and rebuilding of common areas and facilities and removal of the Premises or any portion thereof from the provisions of Chapter 183A. If any provision of this Master Deed conflicts with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.
- 14.2. Combination of Two or More Units. A Unit Owner who owns two (2) or more contiguous Units may physically combine such Units, and shall have all necessary or appropriate easements to perform such work and combine such Units. All

work shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all permits and approvals required by law and obtaining written approval of plans and specifications for the proposed work from the Trustees in each case prior to commencement of any such work. No work shall be performed which might affect the structural integrity of the Premises, and any Unit Owner performing such work shall indemnify and hold harmless the Trustees and all other Unit Owners from any loss, claim or liability which they may suffer or incur as a result of any such work. Upon completion of such work, the combined Units shall be treated as one Unit for the purposes of (i) the restrictions on the use of Units and (ii) the enforcement of liens for unpaid common charges. For all other purposes, including determination, assessment and payment of common charges, the original Units shall retain their own separate percentage interest in the ownership of the Common Elements of the Condominium. Following the physical combination of contiguous Units as permitted herein, if such Units are thereafter held by separate owners, the person or entity which last owned such Units in common shall have the affirmative obligation to restore such Units to their original uncombined condition in accordance with plans and specifications approved in the manner provided herein.

14.3. Changes to Units. A Unit Owner may at any time change the use and designation of any room or space within such Unit, subject always to the provisions of this Master Deed, the Declaration of Trust, the Rules and Regulations and any other applicable law or regulation. All work shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all permits and approvals required by law and obtaining written approval of plans and specifications for the proposed work from the Trustees in each case prior to the commencement of any such work. No work shall be performed which might affect the structural integrity of the Premises, and any Unit Owner performing such work shall indemnify and hold harmless the Trustees and all other Unit Owners from any loss, claim or liability which they may suffer or incur as a result of any such work.

It shall be permitted hereunder for a Unit Owner, in the course of changing the use or designation of any room or space within his or her Unit, and subject to the provisions of this clause and the other provisions of the Condominium Documents, to modify, remove or install interior non-weight bearing walls which lie wholly within any such Unit.

14.4. Chapter 183A Definitions. All terms and expressions used in this Master Deed which are defined in Section 1 of Chapter 183A shall have the same meanings herein as set forth in said Section 1.

- 14.5. <u>Captions</u>. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.
- Master Deed to the Declarant's Rights. Reference in this Master Deed to the Declarant shall mean Boston Harbor Marina Company and its successors and assigns. The Declarant specifically reserves the right to assign all of its right, title and interest hereunder, provided that any successor to the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed, as the same may be amended from time to time. In addition, Declarant, by deed or by separate assignment, shall be entitled to assign any or all of its rights or reserved rights hereunder and under the Trust, at any time and from time to time, to any person, trust, entity or the Trust as may be determined by Declarant.
- 14.7. <u>Waiver</u>. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches of any provision which may occur.
- 14.8. <u>Invalidity</u>. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity of the remainder of this Master Deed; furthermore, if any provision of this Master Deed has been declared invalid by a court of competent jurisdiction, the remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had not been included herein.

Executed as a sealed instrument as of the date first sten above.

BOSTON HARBOR MARINA COMPANY

MARINA INDUSTRIES, INC., a Massachusetts corporation

> Name: JOSEPH P. TYRRELL Its: CHAIRMAN OF THE BOARD

O'CONNELL DEVELOPMENT CO., By: INC., a Massachusetts corporation

Its: TREASURER

By: FORGE DEVELOPMENT CORPORATION, a California corporation

VICE President

COMMONWEALTH OF MASSACHUSETTS

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August 10, 1987

Then personally appeared the above-named TOSENH P. TYREELL he foregoing instrument to be the free act and deed of MARINA INDUSTRIES. INC., before me.

Richard Charles Pierce

My commission expires: 4/4/9/

COMMONWEALTH OF MASSACHUSETTS

JORFOLK, SS:

August 10, 1987

Then personally appeared the above-named WILLIAM 5. OCCURREL (ACKNOWLEGED THE TREASURER OF O CONNELL DEVELOPMENT CO., INC., and deed of O CONNELL DEVELOPMENT CO., INC., before me.

Michael Charles Fieres

My commission expires: 4/4/9/

COMMONWEALTH OF MASSACHUSETTS

NORFOLK , SS:

August 10 , 1987

Then personally appeared the above-named LAWRENCE ELECTION to be vice freshear of FORGE DEVELOPMENT CORPORATION and changed the foregoing instrument to be the free act and leed of FORGE DEVELOPMENT CORPORATION, before me,

Notary Public Clark Fiere

My commission expires: 4/4/9-

VS-1574/c

EXHIBIT A

Schedule of Encumbrances

- 1. Covenants and reservations set forth in deeds from the United States of America to the Boston Edison Company respectively dated and recorded December 5, 1956 in Book 3527, Page 375 and May 15, 1959 in Book 3725, Page 252 with the Norfolk County Registry of Deeds.
- 2. Drain easements extending into Billings Creek approximately as shown on Land Court Plan 27744A and rights thereto.
- Public rights legally existing in Dorchester Bay, Neponset River, Billings Creek and arms thereof.
- 4. (a) Notice of Lease by the Boston Edison Company to Boston Harbor Marina, Inc. dated June 12, 1959 recorded in Book 3734, Page 146, as affected by a Notice of Lease of Boston Edison Co., to Boston Harbor Marina, Inc. dated April 28, 1960 and recorded in Book 3837, Page 64, an Assignment of Lease dated June 26, 1959 recorded in Book 3741, Page 64, and assent to Assignment of Lease dated June 26, 1959 recorded in Book 3741, Page 67, and an Assignment of Lease dated December 21, 1959 recorded in Book 3792, Page 340.
 - (b) Notice of Lease to Marina Industries, Inc. (formerly Boston Harbor Marina, Inc.) filed as Document No. 313755, relative to Notice of Lease filed in Book 3734, Page 146, including option to purchase contained therein for the benefit of Marina Industries, Inc.
 - (c) Provisions of an agreement concerning Notice of Lease recorded in Book 3734, Page 146 filed as Document No. 379098.
 - (d) Notice of Lease to Marina Industries, Inc. filed as Document No. 422951 an Assignment thereof filed as Document No. 422952.
 - (e) Agreement extending the term and modifying provisions of the Lease dated October 31, 1976 and recorded in Book 5449, Page 555 and a Collateral Assignment of Lease dated July 25, 1977 and recorded in Book 5449, Page 559.

- (f) First Amendment to Notice of Lease filed as Document No. 453827 affecting Notice of Lease recorded as Document No. 50251.
- (g) Notice of Lease filed as Document No. 450251 noted on Certificate of Title No. 117465 affecting a portion of Lot 17 as shown on Land Court Plan No. 27744G.
- 5. Terms and provisions of the following Licenses:
 - (a) Number 139 dated October 30, 1917, recorded in Book 1386, Page 118.
 - (b) Number 162 dated February 11, 1918, recorded in Book 1391, Page 56.
 - (c) Number 4373 dated December 5, 1960, recorded in Book 3871, Page 339.
 - (d) Number 4568 dated March 27, 1962, recorded in Book 3979, Page 369.
 - (e) Number 4643 dated March 5, 1963, recorded in Book 4116, Page 91.
 - (f) Number 4829 dated June 16, 1964, recorded in Book 4176, Page 58.
 - (g) Number 1329 dated October 22, 1985, filed as Document No. 479798.
 - (h) Number 1306 dated August 30, 1985, filed as Document No. 472844.
 - (i) Number 1081 dated April 23, 1984, filed as Document No. 448677.
 - (j) Number 1082 dated April 23, 1984, filed as Document No. 448676.
 - (k) Number 54 dated October 29, 1975, recorded in Book 5195, Page 599.
 - (1) Number 5186, filed as Document No. 280030.
 - (m) Number 1517 dated September 11, 1986, filed as Document No. 501678.
- 6. Right of Way set forth in deed to Jordan Marsh Company filed as Document No. 280032 and granted in Easement filed as Document No. 294351, noted on Certificates of Title No. 76698, 75704, and 75059.

- Rights reserved in deed to Marina Industries, Inc., filed as Document No. 422953.
- 8. Amendment of Easement Rights and Partial Release of Easement Rights dated November 26, 1986, filed as Document 507601.
- 9. Terms and provisions of deed from Boston Edison Company to Boston Harbor Marina Company including, without limitation, reservation of an easement for the benefit of Lot 18 (as shown on Land Court Plan 27744G), filed as Document No. 442049.
- 10. Terms and provisions of deed from Boston Edison Company to Isabel T. Stewart filed as Document No. 258638 and noted on Certificate of Title No. 75074.
- 11. Right of Way set forth in Notice of Lease to Ayers Family Trust filed as Document No. 468500, to be noted on Certificate of Title No. 117465.
- 12. (a) Order of Conditions, filed as Document No. 450361, and extensions thereto filed as Documents No. 450362 and 450363, as affected by partial Certificate of Compliance filed as Document No. 454124 relative to Lot 14 (shown on Land Court Plan 27744F) and Lot 15 (also shown on Land Court Plan 27744F).
 - (b) Orders of Conditions filed as Documents No. 448994, 448678, 448679, 448995, 468495, and 480613, all to be noted on Certificate of Title No. 117465.
 - (c) Decision of the City of Quincy Zoning Board of Appeals Case No. 2297, filed as Document No. 481095, to be noted on Certificate of Title 117465, which affects a portion of Lot 20 (shown on Land Court Plan 27744I) and grants a special permit to demolish an existing hangar and construct residential units and a parking structure in a flood plain, as amended by Amendment to Special Permit Decision, filed as Document 504651.
 - (d) Order of the City Council of the City of Quincy dated February 19, 1985 and filed as Document No. 468497, permitting the construction of a facility for the modification of motor vehicles for physically handicapped drivers in a PUD zone (Ayers Family Trust).

- (e) Decision of the City of Quincy Zoning Board of Appeals Case No. 2194 filed as Document No. 468496, to be noted on Certificate of Title No. 117465, granting to Ayers Family Trust a special permit to construct a handicapped driving equipment shop in a flood plain.
- (f) Decision of the City Council filed as Document No. 409998 granting a special permit for a Planned Unit Development relative to the proposed "Harbourside Condominiums."
- (g) Subdivision Covenants filed as Document No. 464493, as affected by Document No. 474897, to be noted on Certificate or Title No. 117465.
- (h) Documents No. 440606 and 440607, respectively entitled "Conditions on Approval of Subdivision Plan of Land of Boston Edison Company" dated September 7, 1983 and "Covenants" dated September 2, 1983, made by Boston Edison Company pursuant to General Laws Chapter 41, Section 81U, all noted on Land Court Plan 27744G.
- (i) Decision of City of Quincy Zoning Board of Appeals filed as Document 505101, as amended by instrument filed as Document 505102, granting a special permit to construct an office building in a flood plain.
- 13. Agreements regarding Amendment of Location of Utility Easement, filed as Documents No. 455598 and 484479.
- Mortgage and Security Agreement to Shawmut Bank of Boston, N.A., dated October 23, 1986, filed as Document No. 504647.
- 15. Assignment of Leases and Rents to Shawmut Bank of Boston, N.A., filed as Document No. 504648.
- 16. UCC-1 Financing Statement naming Shawmut Bank of Boston, N.A. as secured party, filed as Document No. 504650.
- Mortgage and Security Agreement from Boston Harbor Marina Company to USTrust/Norfolk of Lot 33 as shown on Land Court Plan 27744N, dated April 23, 1987, filed as Document No. 519673.
- 18. Conditional Assignment of Leases and Rents from Boston Harbor Marina Company to USTrust/Norfolk, relating to Lot 33 as shown on Land Court Plan 27744N, dated April 23, 1987, filed as Document No. 519674.

- 19. UCC-1 Financing Statement naming Boston Harbor Marina Company as debtor and USTrust/Norfolk as secured party, filed as Document No. 519675, relating to Lot 33 as shown on Land Court Plan 27744N.
- 20. Terms and provisions of document entitled "Marina Bay Declaration of Easements and Common Facilities Maintenance Covenant" dated as of August 10, 1987 and filed herewith.
- 21. Terms and provisions of document entitled "Declaration of Parking, Pool and Roadway Easements" dated as of August 10, 1987 referenced herein and filed herewith.

MARINA POINT CONDOMINIUM UNIT PERCENTAGES

UNII NUMBER	UNIT TYPE	COLUMN I	COLUMN II
		PERCENTGE INTEREST *	PERCENTAGE INTERN
101W	Α	1.0058363	.519964
102\\	В	.6581398	.3402233
103W	C	.8195702	.4236744
104W		.881639	.4557709
105W	Q	.5587979	.2888689
106W	G	.5587979	.2888689
107W	E	.881658	.4557709
108W		.8195703	.4236744
109W	В	.6581398	.3402233
110W	Α	1.0058363	.519964
111W	D	.4097851	.2118372
112W	R	.4222029	.2182565
113W	R	.42220291	.2182565
114W	D	.4097851	.2118372
201 W	Α	⁻ 1.0555072	.5456412
202W	B C	.695393	.3594813
203W	C	.8568235	.4429323
204W		.9313299	4814481
205W	Q	.5836334	.3017075
206W	M	.7698994	.3979971
207W	Q	.5836334	.3017075
208W	partition of the second	.9313299	.4814481
209W	C	.8568235	.4429323
210W	В	.695393	.3594813
211W	A	1.0555072	.5456412
212W .	D	.4346206	.2246758
213W	G _.	.3476965	.1797406
214W	GI	.3725319	.1925792
215W	G1	.3725319	.1925792
216W 217W	G	.3475240	.1797406
301W	D	.4346206	.2246758
302W	A	. 1.1051781 -	.5713185
302 W 303W	. B	.7202284	.5723199
304W	. C	.8940767	.4621902 .5007061
305W	G	· .9685831 .6084688	.3145461
306W	M	.7947348	.4108357
307W	G	.6084688	.3145461
308W	5	.9685831	.5007061
309W	E C	.8940767	.4621902
310W	В	.7202284	.3723199
311W	A	1.1051781	.5713185
312W	Ô	.4594561	.2375144
. 313W	G	.3725319	.1925792
314W	G1	.3973674	2054178
315W	Gl	.3973674	.2054178
316W	G	.3725319	.1925792
317W	D	.4594561	.2375144
401W	A .	1.1548491	.5969957
402W	8	.7574816	.3915778
403W	C	.9437476	.4878675
404W	Ē	1.018254	.5263833
405W	ē	.6333043	.3273847

406W	M	.831988	.4300937
407W	Q	.6333043	.3273847
408W	gillo Es Anno	1.018254	.5263833
409W	Č	.9437476	.4878675
410W	8	.7574816	
411W	Ä	1.1548491	.3915778
			.5969957
412W	D	.4842915	.250353
413W	G.	.3849497	.1989985
414W	Gl -	.4222029	.2182565
415W	G1	.4222029	.2182565
416W	G	.3849497	.1989985
417W	D	.4842915	.250353
501W	Α	1.20452	.622673
502W	8	.7823171	.4044164
503W	C	.9810008	.5071254
504W	٤	1.0555072	.5456412
505W	Q	.6581398	.3402233
506W	М	.8692412	.4493516
507W	Q	.6581398	.3402233
508W	E	1.0555072	.5456412
509W	С	.9810008	.5071254
510W	8	.7823171	.4044164
511W	Ā.	1.20452	.622673
512W	D	.509127	.2631916
513W	Ğ	.3973674	.2054178
514W	. G1	.4222029	.2182565
515W	ĞÎ	.4222029	.2182565
516W	G	.3973674	.2054178
517W	Ď	.509127	.2631916
601W	Ăl	1.1921023	.6162536
602W ·	Ĉ	1.018254	.5263833
603W		1.1051781	.5713185
604W	Q.	.695393	.3594813
605W	M	.9064944	.4686095
606W	- CO		
607W	E E	.695393 1.1051781	.3594813
607W	Č		.5713185
609W	Al	1.018254	.5263833 .6162536
610W		1.1921023	
	D	.5339624	.2760302
611W	G	.4222029	.2182565
612W	G1	.4470383	.2310951
613W	G1	.4470383	.2310951
614W	G	.4222029	.2182565
615W	D	.5339624	.2760302
701W	H	1.65686972	.8601874
702W	٤.	1.1424313	.5905764
703W	Q	.7202284	.3723199
704W	М	.9032321	.4878675
705W	Q	.7202284	.3723199
706W		1.1424313	.5905764
707W	Н	1.65686972	.8601874
708W	D1	.5587979	.2888689
709W	G	.4470383	.2310951

710W	C3		
	Gl .	.4718738	.2439337
711W	G1	.4718738	.2439337
712W	G	.4470383	.2310951
713W	D1	.5587979	_
801W	J	1.61961652	-2888689
802W	· K	1.61961652	.8409295
803W	K	1.61961652	.8409295
804W	j		.8409295
805W	D1	1.61961652	.8409295
806W		.5836334	.3017075
	G	.4718738	.2439337
807W	G1	.4967093	.2567723
808W	Gl	.4967093	.2567723
809W	G	.4718738	.2439337
810M	D1	.5836334	
901W	Jl	1.68170522	.3017075
902W	K1	1.58236332	.873026
903W	KI		.8216715
904W	JI	1.58236332	.8216715
905W		1.68170522	.873026
906W	D1	.6084688	.3145461
	G	.4967093	.2567723
907W	Gl	.5215447	.2696109
908W	Gl ·	.5215447	.2696109
909W	G	.4967093	
910W	D1	.6084688	
		-0004000	.3145461

^{*} The Percentage Interests which are set forth in Column I above are Phase I Units Percentage Interests only, and shall be the Percentage Interests of the Phase I Units prior to the addition of Phase II to the Condominium.

^{**} The Percentage Interests set forth in Column II above are the Phase I Units Percentage Interests which will be effective following the addition of Phase II Units and the Additional Tower to the Condominium.

Exhibit B-1

MARINA POINT CONDOMINIUM UNIT PERCENTAGES

	•	
UNIT NO.	TYPE	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES
109E	A	.5199640
110E	מ	.2118372
108E	В	.3402233
111E	R	.2182565
107E	С	.4236744
112E	R	.2182565
106E	E	.4557709
113E	D	.2118372
105E	Q ,	.2888689
104E	Q	.2888689
103E	L	.4365130
102E	s	.2631916
101E	A	.5199640
210E	A	.5456412
211E	D	.2246758
209E	В	.3594813
212E	G	.1797406
208E	С	.4429323
213E	G1	.1925792
207E	E	.4814481

•		
UNIT NO.	TYPE	PERCENTAGE
214E	Gl	.1925792
206E	Q	.3017075
215E	G	.1797406
205E	M	.3979971
216E	D	.2246758
204E	Q	.3017075
203E	L	.4621902
202E	s	.2760302
201E	A	.5456412
310E	A	.5713185
311E	D	.2375144
309E	В	.3723199
312E	G	.1925792
308E	C	.4621902
313E	Gl	.2054178
307E	E	.5007061
314E	Gl	.2054178
306E	Q	.3145461
315E	· G	.1925792
305E	M	.4108357
316E	D	.2375144
304E	Q	.3145461
303E	L	.4814481
302E	, s	.2888689

32710/59644 296 0112/f 12/21/87 9:30 A.M.

MARINA POINT CONDOMINIUM

FIRST AMENDMENT OF MASTER DEED

JUSTKE

This First Amendment of Master Deed ("Amendment") of the Marina Point Condominium is made as of the 8th day of March, 1988.

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 of Marina Point Condominium (the "Master Deed"), 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. C193.

Reference is made to those certain floor plans (the "Floor Plans") filed with the Registered Land Office on August 10, 1987 with the Master Deed entitled "Marina Point Condominium, Quincy, MA," dated May 5, 1987, numbered 1-25, stamped by Victor J. Vitols, Registered Architects.

Reference is also made to Section 10.2 of the Master Deed entitled "Clerical or Factual Corrections," which provides that the Declarant has the right to amend the Master Deed without the consent of the trustees of Marina Point Condominium for the purpose of making clerical or factual corrections to the provisions of the Master Deed, including, without limitation, clerical or factual corrections to the Floor Plans.

The Declarant, pursuant to its power to amend the Master Deed under said Section 10.2 hereby amends the Master Deed as follows:

- 1. Each reference in the Master Deed to the Floor Plans is hereby amended to mean the Floor Plans, as sheets numbered 1, 2, 4 and 5 have been revised as of November 16, 1987 (the "Revised Floor Plans"). The Revised Floor Plans are filed with the Registered Land Office with this First Amendment of Master Deed.
- 2. Section 4.5 of the Master Deed is hereby revised as follows: the following language is added to the end of said Section 4.5 to correct certain factual errors in the Floor Plans:

The locations and dimensions of certain of the storage cubicles have been altered from those depicted on the Floor Plans, as shown on sheets 1, 2, 4 and 5 of the

Revised Floor Plans. The Revised Floor Plans show changes in the dimensions of storage cubicles numbered 47, 48 and 49 on Sheet 1 of the Floor Plans, storage cubicles numbered 53, 54 and 55 on Sheet 2 of the Floor Plans, and storage cubicle numbered 230 on Sheet 4 of the Floor Plans. The Floor Plans have been further revised to show the following additional storage cubicles: Sheet 1 has been revised to add storage cubicles numbered 47A, 48A and 80A; Sheet 2 has been revised to add storage cubicles numbered 54A, 55A and 78A; Sheet 4 has been revised to add storage cubicle numbered 233A; and Sheet 5 has been revised to add storage cubicle numbered 262A. In addition, Sheet I has been revised to delete storage cubicles numbered 25, 32, 39, 40, 41 and 46, and Sheet 2 has been revised to delete storage cubicles 97 and 98. Finally, Sheet 4 has been revised to renumber the following storage cubicles as indicated:

Prior Cubicle Number	Revised Cubicle Number
Portion of 230	223
	231
231	. 232
232	233
233	233A

The undersigned Boston Harbor Marina Company hereby executes this Amendment as an instrument under seal this 29 day of January, 1988.

The undersigned condominium unit owners are executing this Amendment solely to consent to the filing of the Revised Floor Plans.

BOSTON HARBOR MARINA COMPANY

By: O'CONNELL DEVELOPMENT CO., INC.,

authorized signatory for itself and the other Joint Venturers

Name:

Name: Its:

CONSENTED TO:

SHAWMUT BANK, N.A., holder of a mortgage and related security instruments on units listed on Exhibit A attached hereto** * property including but not limited to

** and all units constructed, under construction or to be constructed and to be added to Marina Point Condominium as contemplated by Article 9 of the Master Deed

BY:

Name: Thilip M. Wadla/A Its:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.	January <u>29</u> , 1988
Then personally appeared before me william 5 O'CONNELL	
acknowledged the foregoing to be his free capacity as TREASURER	ee act and deed in his of O'Connell
Development Co., Inc., the free act and Development Co., Inc., and the free act Harbor Marina Company, before me,	deed of O'Connell

Richard Charles Reroe Notary Public

My commission expires: 4/4/9/

EDWARD T. JOHNSTON AND PHYLISS JOHNSTON
owner(s) of Unit No. 702W , hereby join(s) in the execution of this First Amendment to Master Deed of Marina Point Condominium for the sole purpose of expressing our/NYS/NET consent to the filing of the Revised Floor Plans, which show that the dimensions of storage cubicle no. 47 (deeded to us/me by deed dated October 28 , 1987 and recorded with the Registered Land Office (as that term is defined above) as Document No. 534449), to be described on Certificate of Title No. C193/47, are 4.5' x 3.5', as shown on Sheet No. 10 of the Revised Floor Plans.
UNIT OWNER OF UNIT NO. 702W Rame: EDWARD A JOHNSTON
PHYLIS JOHNSTON / CONSENTED TO:
Mortgagee of Unit No. 702 W, by mortgage dated November 2, 1987, filed with the Registered Land Office as Document No. 534170, and noted on Certificate of Title No. C193/47 South Shore Bank By: Jam E. Pash By Its: ASSISTANT VICE PRESIDENT
COMMONWEALTH OF MASSACHUSETTS
NORFOLK , ss
Then personally appeared before me the above-named EDWARD T. JOHNSTON AND PHYLISS JOHNSTON and acknowledged the foregoing to be xxxs/xxxx/their free act(s) and deed(s), before me
Notary Public

My Commission Expires: 4/4/9/

John M. Kinnealey

owner(s) of Unit No. 313W , hereby join(s) in the execution of this First Amendment to Master Deed of Marina Point Condominium for the sole purpose of expressing pur/his/her consent to the filing of the Revised Floor Plans, which show that the dimensions of storage cubicle no. 48 (deeded to ws/me by deed dated November 13 , 1987 and recorded with the Registered Land Office (as that term is defined above) as Document No. 535581), to be described on Certificate of Title No. C193/82, are 3.5' x 7', as shown on Sheet No. 1 of the Revised Floor Plans.

Name: John M. Kipnealey

CONSENTED TO:

Home Owners Federal Savings and Loan Assoc.

Mortgagee of Unit No. 313W, by mortgage dated November 13, 1987, filed with the Registered Land Office as Document No. 535382, and noted on Certificate of Title No. C19382.

By: Lob B. Culens

Name: Robin B. Cileno

Its: First Vice President

Northeast Regional Manager

COMMONWEALTH OF MASSACHUSETTS

 $\frac{\text{Nortolk}}{\text{Nortolk}}, \text{ ss.} \qquad \frac{\text{19.88}}{\text{19.88}}$

Then personally appeared before me the above-named John M. Kinnealey

and acknowledged the foregoing to be his/her/their free act(%) and deed(x), before me

Notary Public Waccaro

My Commission Expires:

GREGORY R. O'MEARA, Notary Public My Commission Expires November 5, 1993

· RICHARD GINDEN	
Condominium for the sole purconsent to the filing of the that the dimensions of story with the Registered Land Office of the content of the c	, hereby join(s) in the execution Master Deed of Marina Point rpose of expressing &XX/his/XXX e Revised Floor Plans, which show age cubicle no. 49 (deeded to and recorded fice (as that term is defined above)), to be described on Certificate of X 8.5' with 2.75'X3.5'deleted Revised Floor Plans.
	UNIT OWNER OF UNIT NO. 102W
	Marke: Constant
CONSENTED TO:	
Mortgagee of Unit No. 102W mortgage dated October! filed with the Registered La Document No. 532478, and nof Title No. C193/39 By: Lulia: S. Showtalg Name: Its: Clester	, 1987,
COMMONWEALT	TH OF MASSACHUSETTS
NORFOLK , SS.	Jan. 4, 19 <u>88</u>
Then personally appeared RICHARD GINDEN and Zell and acknowledged the foregoin and deed(s), before me	before me the above-named Nowthy ng to be his/Net/Net/
	Redeth aronson Notaty Public

My Commission Expires: 11/25/88

My Commission Expires: BERORAL A. Jordanout, fistery Fablic My Commission Expires October 3, 1991

MARC ANGELILLO
owner(s) of Unit No. 403W , hereby join(s) in the execution of this First Amendment of Master Deed of Marina Point Condominium for the sole purpose of expressing destrictions of the Revised Floor Plans, which show the renumbering of storage cubicle no. 232 (shown on the unrevised Floor Plans as storage cubicle no. 231) (which cubicle was deeded to Ms/me by deed dated September 2, 1987 and recorded with the Registered Land Office (as that term is defined above) as Document No. 530559), as shown on Sheet No. 4 of the Revised Floor Plans.
CONSENTED TO: Male gregola
Mortgagee of Unit No. 403W, by mortgage dated Leptentes 2, 1987, filed with the Registered Land Office as Document No. 530560, and noted on Certificate of Title No. C193/10
By: Name: Its:
COMMONWEALTH OF MASSACHUSETTS
NORFOLK , ss. Jan 20, 1988
Then personally appeared before me the above-named MARCO ANGELILLO
and acknowledged the foregoing to be his/THEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

LAWRENCE H. WELCH AND JON M. BAKER, TRUSTEE OF BLW REALTY TRUST owner(s) of Unit No. 304W execution of this First Amendment of Master Deed of Marina , hereby join(s) in the Point Condominium for the sole purpose of expressing which show the renumbering of storage cubicle no. 233 (shown on the unrevised Floor Plans as storage cubicle no. 232) (which storage cubicle was deeded to us/me by deed dated October 28 . 1987 and recorded with the Registered Land Office (as that term is defined above) as Document No. 535273), as shown on Sheet No. 4 of the Revised Floor Plans. CONSENTED TO: SHERE BANK Mortgagee of Unit No. mortgage dated Montember 12 filed with the Registered Land Office as Document No. 535275, and noted on Certificate of Title No. C193/78 Its: COMMONWEALTH OF MASSACHUSETTS NORFOLK , SS. Then personally appeared before me the above-named LAWRENCE H. WELCH AND JON M. BAKER

My Commission Expires: 3/19/93

EXHIBIT A

Unit No.	Percentage Interest in Common Elements
417W	.48429150
511W	1.20452000
609W	1.19210230
604W	.69539300
610W	.53396240
801W	1.61961652
807W	.49670930
805W	.58363340
903W	1.58236332
902W	1.58236332
901W	1.68170522
909W	.49670930
306W	.79473480
103W	.81957020
209W	.85682350
512W	.50912700
709W	.44703830

32710.59644 296 XVS-0687/f

MARINA POINT CONDOMINIUM SECOND AMENDMENT OF MASTER DEED

TUSTICE

This Second Amendment of Master Meed (the "Amendment") of the Marina Point Condominium is made as of the March, 1988.

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. C193, as amended.

Reference is made to those certain floor plans (the "Floor Plans") filed with the Registered Land Office on August 10, 1987 with the Master Deed entitled "Marina Point Condominium, Quincy, MA," dated May 5, 1987, numbered 1-25, stamped by Victor J. Vitols, Registered Architects, as amended.

Reference is also made to Section 10.2 of the Master Deed entitled "Clerical or Factual Corrections," which provides that the Declarant has the right to amend the Master Deed without the consent of the condominium unit owners or the trustees of Marina Point Condominium Trust u/d/t dated August 10, 1987 (the "Trustees"), which trust was filed with the Registered Land Office as Document No. 528882, to be noted on Certificate of Title No. C193, for the purpose of making clerical or factual corrections to the provisions of the Master Deed, including, without limitation, clerical or factual corrections to the Floor Plans.

Reference is also made to Section 9.2 of the Master Deed entitled "Amendment of Master Deed," which provides in part that the Declarant has the right to amend the Master Deed to add to the Condominium an additional residential tower (the "Additional Tower"), the condominium units contained therein (the "Phase II Units") and all other structures or improvements located on the Land (as that term is defined in the Master Deed) without the consent of the Trustees or the unit owners of Marina Point Condominium or any holder of a mortgage on any unit in the Condominium.

Pursuant to its power to amend the Master Deed under said Section 10.2, the Declarant hereby amends the Master Deed as follows:

- 1. Each reference in the Master Deed to the Floor Plans is hereby amended to mean the Floor Plans, as sheet number 3 has been revised as of February 1, 1988 (the "Revised Floor Plan"). The Revised Floor Plan is filed with the Registered Land Office with this Second Amendment of Master Deed.
- 2. The following language is added to the end of Section 4.3 of the Master Deed to correct certain factual errors on sheet 3 of the Floor Plans to conform this sheet of the Floor Plans to the actual numbering and location of the Parking Garage Spaces referenced below in this paragraph 2:

The location of Parking Garage Spaces numbered 121 and 122 have been altered from those depicted on the Floor Plans, as shown on the Revised Floor Plan. In addition, the sheet 3 of Floor Plans has been revised to renumber Parking Garage Spaces numbered 162 through 207, which are now shown on the Revised Floor Plan as Parking Garage Spaces numbered 161 through 206, respectively. Finally, sheet 3 of the Floor Plans has been revised to add a new Parking Garage Space which is numbered 207, as shown on the Revised Floor Plan.

None of the Parking Garage Spaces referenced above in this paragraph 2 have been conveyed to any condominium unit owner.

Pursuant to its power to amend the Master Deed under Section 9.2 thereof, the Declarant hereby further amends the Master Deed as follows:

The Declarant hereby adds the Additional Tower, the Phase II Units and all other structures or improvements located on the Land to the Condominium. The Additional Tower and all other structures or improvements located on the Land which the Declarant is adding to the Condominium by this Second Amendment to Master Deed are shown on that certain plan to be filed with the Registered Land Office herewith entitled "As Built Site Plan Marina Point Condominium Quincy, Mass. (Being a Condominium of Lot 30 Shown on L.C.C. 27744M), " dated March 4, 1988, prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Ave., Boston, Massschusetts. The Phase II Units and all other structures or improvements located in the Condominium which the Declarant is adding to the Condominium by this Second Amendment to Master Deed are shown on the floor plans to be filed with the Registered Land Office herewith consisting of sheets numbered 26 through 49 entitled "Marina Point Condominium Quincy, MA," dated February 1, 1988 and stamped by Victor J. Vitols, Registered Architects (the "Additional Floor Plans").

- 2. Each reference in the Master Deed to the Floor Plans is hereby amended to include the Additional Floor Plans.
- 3. Exhibit B of the Master Deed is hereby amended to incorporate the exhibit attached hereto as Exhibit B-1 (entitled "Marina Point Condominium Unit Percentages"), which sets forth the Phase II unit owners' percentage interests in the Common Areas and Facilities and the Phase II Unit types. In addition, as set forth in Section 4.2 of the Master Deed (entitled "Percentage Interest") and Section 9.2 of the Master Deed (entitled "Amendment of Master Deed"), upon the addition of the Additional Tower, the Phase II Units and all other structures or improvements located on the Land to the Condominium by the filing of this Second Amendment of Master Deed, each Phase I unit owner's percentage interest in the Common Areas and Facilities shall decrease to the percentages set forth in Column II of Exhibit B of the Master Deed.
- 4. Exhibit C to the Master Deed (entitled "Description of the Condominium Units") is hereby amended to include the following unit description:

Unit Type

Description

J2

a two-story, three-bedroom unit containing 4,726 square feet, and containing a living room, dining room, three and one-half bathrooms, kitchen, entry hall, two terraces and a greenhouse

In addition, Exhibit C of the Master Deed is hereby amended to incorporate the exhibit attached hereto as Exhibit C-1 (entitled "Descritpion of the Condominium Units"), which sets forth the location of the Phase II Units and the immediate common area to which each Phase II Unit has access.

Unless otherwise defined herein, all defined terms used in this Second Amendment of Master Deed shall have the meaning as set forth in the Master Deed. The undersigned Boston Harbor Marina Company hereby executed this First Amendment to Master Deed as an instrument under seal this 300 day of 4ACH, 1988.

BOSTON HARBOR MARINA COMPANY, a Massachusetts Joint Venture, by each of its Joint Venturers

MARINA INDUSTRIES, INC., a Massachusetts corporation, Joint Venturer

By: Togeth TYPEALL ITS: CHAILMAN' OF THE GENERAL

O'CONNELL DEVELOPMENT CO., INC., a Massachusetts corporation, Joint Venturer

Name: william - 5. O CONNELL

Its: TREASURER

FORGE DEVELOPMENT CORPORATION, a California corporation, Joint Venturer

By: Carrance Fra Name: Lawrence Kupstos

Ita: Vice President

32710.59644 296 XVS-0687/8 3/22/88 2:20 p.m.

COMMONWEALTH OF MASSCHUSETTS

NERFELLA, SS.

MARCH 30, 1988

Then personally appeared the above named Toward TYRKELL of Marina Industries Inc., and acknowledged the foregoing instrument to be his free act and deed in his capacity as CHPIETA: CT THE NEARN of Marina Industries Inc. and the free act and deed of Marina Industries Inc., as Joint Venturer in Boston Harbor Marina Company, before me,

Ruffact Charle Pierce

My commission expires: 4/4/9/

COMMONWEALTH OF MASSCHUSETTS

NOCEFOLK_, SS.

NACH 35, 1988

Then personally appeared the above named william science LC of O'Connell Development Co., Inc., and acknowledged the foregoing instrument to be his free act and deed in his capacity as TRAKICKER of O'Connell Development Co., Inc., and the free act and deed of O'Connell Development Co., Inc., as Joint Venturer in Boston Harbor Marina Company, before me,

Richard Charles Purce

My commission expires: 4/4/4/

COMMONWEALTH OF MASSCHUSETTS

NCCFOLL, SS.

HARCH 3, 1988

Then personally appeared the above named AUKBUCE KUPSTAS of Forge Development Corporation, and acknowledged the foregoing instrument to be his free act and deed in his capacity as VICE PRESIDENT of Forge Development Corporation and the free act and deed of Forge Development Corporation, as Joint Venturer in Boston Harbor Marina Company, before me,

Richard Chirles Perce . Ilillar

Exhibit B-1

MARINA POINT CONDOMINIUM UNIT PERCENTAGES

,		PERCENTAGE INTEREST
UNIT NO.	TYPE	IN COMMON AREAS AND FACILITIES
109E	Α	.5199640
110E	D	.2118372
108E	В	.3402233
111E	R	.2182565
107E	С	. 4236744
112E	R	.2182565
106E	E	.4557709
113E	D	.2118372
105E	Q	. 2888689
104E	Q	.2888689
103E	L	.4365130
102E	S	.2631916
101E	A	.5199640
210E	A	.5456412
211E	D	.2246758
209E	В .	.3594813
212E	G	.1797406
208E	C	.4429323
213E	Gl	.1925792
207E	E	.4814481

UNIT NO.	TYPE	PERCENTAGE
214E	G1	.1925792
206E	Q	.3017075
215E	G	.1797406
205E	м	.3979971
216E	D	. 2246758
204E	Q	.3017075
203E	L	.4621902
202E	S	.2760302
201E	A	.5456412
310E	А	.5713185
311E	D	.2375144
309E	В	.3723199
312E	\mathbf{G}	.1925792
308E	С	.4621902
313E	Gl	.2054178
307E	E	.5007061
314E	Gl	.2054178
306E	Q	.3145461
315E	G	.1925792
305E	M	.4108357
316E	D	.2375144
304E	Q	.3145461
303E	L	.4814481
302E	S	.2888689

UNIT NO.	TYPE	PERCENTAGE
301E	A	.5713185
410E	Α	. 5969957
411E	D	.2503530
409E	В	.3915778
412E	G	.1989985
408E	С	.4878675
413E	Gl	.2182565
407E	E	.5263833
414E	G1	.2182565
406E	Q	.3273847
415E	G	.1989985
405E	М	.4300937
416E	D	.2503530
404E	Q	.3279847
403E	L	.5007061
402E	S	.3017075
401E	Α .	.5969957
510E	A	.6226730
511E	Nl	.3594813
509E	В	.4044164
512E	P	.3338040
508E	C .	.5071254
513E	P	.3338040
507E	E	.5456412

TYPE	PERCENTAGE
N1	.3594813
Q	.3402233
М	.4493516
Q	.3402233
L	. 5263833
S	.3145461
А	.6226730
, A1	.6162536
Nl	.3723199
С	. 5263833
P	.3466427
E	
P	.3466427
Q	.3594813
Nl	.3723199
M	.4686095
Q	.3594813
L	.5456412
S	.3273847
А	.6483502
Н	.8601874
N	.4044164
E	.5905764
P	.3787392
	N1 Q M Q L S A A1 N1 C P E P Q N1 M Q L S A H N

•	• • •	
UNIT NO.	TYPE	PERCENTAGE
706E	Q	.3723199
711E	p .	.3787392
705E	М	.4878675
712E	N	.4044164
704E	Q	.3723199
703E	L	.5713185
702E	s	.3402233
701E	A	.6676081
804E	J2 ·	1.0008247
805E	N	.4300937
803E	K	.8409295
806E	P	.4044164
802E	K	.8409295
807E	P	.4044164
801E	J	.8409295
808E	И	.4300937
905E	И	.4429323
903E	K1	.8216715
906E	p	.4172551
902E	K1	.8216715
907E	р	.4172551
901E	Jl	.8730260
908E	N	.4236744

Exhibit C-1

DESCRIPTION OF THE CONDOMINIUM UNITS

Units 101E through 113E are located on the first floor of the Additional Tower.

Units 201E through 216E are located on the second floor of the Additional Tower.

Units 301E through 316E are located on the third floor of the Additional Tower.

Units 401E through 416E are located on the fourth floor of the Additional Tower.

Units 501E through 514E are located on the fifth floor of the Additional Tower.

Units 601E through 613E are located on the sixth floor of the Additional Tower.

Units 701E through 712E are located on the seventh floor of the Additional Tower.

Units 801E through 803E and Units 805E through 808E are located on the eighth floor of the Additional Tower.

Unit 804E is located partly on the eighth floor and partly on the ninth floor of the Additional Tower.

Units 901E through 908E are located on the ninth floor of the Additional Tower.

The immediate common areas to which each Phase II Unit in the Additional Tower has access are the halls.

12710.59644 296 XVS-0687/9

MARINA POINT CONDOMINIUM SECOND AMENDMENT OF MASTER DEED

TUSTIC.

This Second Amendment of Master Meed (the "Amendment") of the Marina Point Condominium is made as of the Amendment of March, 1988.

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. C193, as amended.

Reference is made to those certain floor plans (the "Floor Plans") filed with the Registered Land Office on August 10, 1987 with the Master Deed entitled "Marina Point Condominium, Quincy, MA." dated May 5, 1987, numbered 1-25, stamped by Victor J. Vitols, Registered Architects, as amended.

Reference is also made to Section 10.2 of the Master Deed entitled "Clerical or Factual Corrections," which provides that the Declarant has the right to amend the Master Deed without the consent of the condominium unit owners or the trustees of Marina Point Condominium Trust u/d/t dated August 10, 1987 (the "Trustees"), which trust was filed with the Registered Land Office as Document No. 528882, to be noted on Certificate of Title No. C193, for the purpose of making clerical or factual corrections to the provisions of the Master Deed, including, without limitation, clerical or factual corrections to the Floor Plans.

Reference is also made to Section 9.2 of the Master Deed entitled "Amendment of Master Deed," which provides in part that the Declarant has the right to amend the Master Deed to add to the Condominium an additional residential tower (the "Additional Tower"), the condominium units contained therein (the "Phase II Units") and all other structures or improvements located on the Land (as that term is defined in the Master Deed) without the consent of the Trustees or the unit owners of Marina Point Condominium or any holder of a mortgage on any unit in the Condominium.

Pursuant to its power to amend the Master Deed under said Section 10.2, the Declarant hereby amends the Master Deed as follows:

- 1. Each reference in the Master Deed to the Floor Plans is hereby amended to mean the Floor Plans, as sheet number 3 has been revised as of February 1, 1988 (the "Revised Floor Plan"). The Revised Floor Plan is filed with the Registered Land Office with this Second Amendment of Master Deed.
- 2. The following language is added to the end of Section 4.3 of the Master Deed to correct certain factual errors on sheet 3 of the Floor Plans to conform this sheet of the Floor Plans to the actual numbering and location of the Parking Garage Spaces referenced below in this paragraph 2:

The location of Parking Garage Spaces numbered 121 and 122 have been altered from those depicted on the Floor Plans, as shown on the Revised Floor Plan. In addition, the sheet 3 of Floor Plans has been revised to renumber Parking Garage Spaces numbered 162 through 207, which are now shown on the Revised Floor Plan as Parking Garage Spaces numbered 161 through 206, respectively. Finally, sheet 3 of the Floor Plans has been revised to add a new Parking Garage Space which is numbered 207, as shown on the Revised Floor Plan.

None of the Parking Garage Spaces referenced above in this paragraph 2 have been conveyed to any condominium unit owner.

Pursuant to its power to amend the Master Deed under Section 9.2 thereof, the Declarant hereby further amends the Master Deed as follows:

The Declarant hereby adds the Additional Tower, the Phase II Units and all other structures or improvements located on the Land to the Condominium. The Additional Tower and all other structures or improvements located on the Land which the Declarant is adding to the Condominium by this Second Amendment to Master Deed are shown on that certain plan to be filed with the Registered Land Office herewith entitled "As Built Site Plan Marina Point Condominium Quincy, Mass. (Being a Condominium of Lot 30 Shown on L.C.C. 27744M), " dated March 4, 1988, prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Ave., Boston. Massschusetts. The Phase II Units and all other structures or improvements located in the Condominium which the Declarant is adding to the Condominium by this Second Amendment to Master Deed are shown on the floor plans to be filed with the Registered Land Office herewith consisting of sheets numbered 26 through 49 entitled "Marina Point Condominium Quincy, MA, "dated February 1, 1988 and stamped by Victor J. Vitols. Registered Architects (the "Additional Floor Plans").

- 2. Each reference in the Master Deed to the Floor Plans is hereby amended to include the Additional Floor Plans.
- 3. Exhibit B of the Master Deed is hereby amended to incorporate the exhibit attached hereto as Exhibit B-1 (entitled "Marina Point Condominium Unit Percentages"), which sets forth the Phase II unit owners' percentage interests in the Common Areas and Facilities and the Phase II Unit types. In addition, as set forth in Section 4.2 of the Master Deed (entitled "Percentage Interest") and Section 9.2 of the Master Deed (entitled "Amendment of Master Deed"), upon the addition of the Additional Tower, the Phase II Units and all other structures or improvements located on the Land to the Condominium by the filing of this Second Amendment of Master Deed, each Phase I unit owner's percentage interest in the Common Areas and Facilities shall decrease to the percentages set forth in Column II of Exhibit B of the Master Deed.
- 4. Exhibit C to the Master Deed (entitled "Description of the Condominium Units") is hereby amended to include the following unit description:

Unit Type

Description

J2

a two-story, three-bedroom unit containing 4.726 square feet, and containing a living room, dining room, three and one-half bathrooms, kitchen, entry hall, two terraces and a greenhouse

In addition, Exhibit C of the Master Deed is hereby amended to incorporate the exhibit attached hereto as Exhibit C-1 (entitled "Descritpion of the Condominium Units"), which sets forth the location of the Phase II Units and the immediate common area to which each Phase II Unit has access.

Unless otherwise defined herein, all defined terms used in this Second Amendment of Master Deed shall have the meaning as set forth in the Master Deed.

The undersigned Boston Harbor Marina Company hereby executed this First Amendment to Master Deed as an instrument under seal this 307 day of 4AKCH, 1988.

> BOSTON HARBOR MARINA COMPANY, a Massachusetts Joint Venture. by each of its Joint Venturers

MARINA INDUSTRIES, INC., a Massachusetts corporation, Joint Venturer

THC Its: CHAIRMAN OF

O'CONNELL DEVELOPMENT CO., INC., a Massachusetts corporation, Joint Venturer

Name: willim.

Its: TREASURER

FORGE DEVELOPMENT CORPORATION, a California corporation. Joint Venturer

By: Name: Itai

Lawrence Kupst Vice

President

COMMONWEALTH OF MASSCHUSETTS

NERFELLA, SS.

MARCH 30 . 1988

Then personally appeared the above named TOWN THERELL of Marina Industries Inc., and acknowledged the foregoing instrument to be his free act and deed in his capacity as CHAIRTA: CT THE INTALM of Marina Industries Inc. and the free act and deed of Marina Industries Inc., as Joint Venturer in Boston Harbor Marina Company, before me.

Reskert Chiefe Leuse Notary Public

My commission expires: 4/4/9/

COMMONWEALTH OF MASSCHUSETTS

ACKECLIE, SS.

NEC-4 3. , 1988

Then personally appeared the above named william SCICONNOLL of O'Connell Development Co., Inc., and acknowledged the foregoing instrument to be his free act and deed in his of O'Connell Development capacity as TRAKICKER Co., Inc., and the free act and deed of O'Connell Development Co., Inc., as Joint Venturer in Boston Harbor Marina Company, before me.

> Richard Christin Picker Notary Public My commission expires: 4/4/9/

COMMONWEALTH OF MASSCHUSETTS

NCCFOLL, SS.

HARCH 31, 1988

Then personally appeared the above named ANREUCE KUNSTAS of Forge Development Corporation, and acknowledged the foregoing instrument to be his free act and deed in his capacity as VICE PRESIDENT of Forge Development Corporation and the free act and deed of Forge Development Corporation, as Joint Venturer in Boston Harbor Marina Company, before me.

Buler Chilon Puco

My commission expires: 1/4/9/

Exhibit 8-1

MARINA POINT CONDOMINIUM UNIT PERCENTAGES

		PERCENTAGE INTEREST IN COMMON AREAS
UNIT NO.	TYPE	AND FACILITIES
109E	A	.5199640
110E	ם	.2118372
108E	В	.3402233
111E	R	.2182565
107E	С	. 4236744
112E	R	. 2182565
106E	E	.4557709
113E	D	.2118372
105E	Q	2888689
104E	Q	. 2888689
103E	L	.4365130
102E	s	.2631916
101E	А	.5199640
210E	A	.5456412
211E	. מ	. 2246758
209E	В	.3594813
212E	G	.1797406
208E	. C	.4429323
213E	Gl	.1925792
207E	E	.4814481

UNIT NO.	TYPE	PERCENTAGE
214E	G1	.1925792
206E	Q	.3017075
215E	G	.1797406
205E	· M	.3979971
216E	D	. 2246758
204E	Q	.3017075
203E	L	.4621902
202E	S	.2760302
201E	A	. 5456412
310E	A	. 5713185
311E	D	. 2375144
309E	В	.3723199
312E	G	.1925792
308E	C	.4621902
313E	G1	.2054178
307E	Ε	.5007061
314E	G1	.2054178
306E	Q	.3145461
315E	G	.1925792
305E	M	.4108357
316E	D	. 2375144
304E	Q	.3145461
303E	L	.4814481
302E	s	.2888689

		*
UNIT NO.	TYPE	PERCENTAGE
301E	Ά	.5713185
410E	A	.5969957
411E	D	.2503530
409E	В	.3915778
412E	G	.1989985
408E .	С	. 4878675
413E	G1	. 2182565
407E	E	. 5263833
414E	Gl	. 2182565
406E	Q	.3273847
415E	G	.1989985
405E	M	. 4300937
416E	ם	.2503530
404E	Q	.3279847
403E	L	.5007061
402E	S	.3017075
401E	A	.5969957
510E	A	.6226730
511E	Nl	.3594813
509E	В	.4044164
512E	P	.3338040
508E	C .	.5071254
513E	P	.3338040
507E	E	.5456412

•		
UNIT NO.	TYPE	PERCENTAGE
514E	Nl	.3594813
506E	Q	.3402233
505E	M	.4493516
504E	Q	.3402233
503E	L	.5263833
502E	S	.3145461
501E	A	.6226730
609E	Al	.6162536
610E	Nl	.3723199
608E	C	.5263833
611E	p	.3466427
607E	Ē	5713185
612E	P	.3466427
606E	Q	.3594813
613E	Nl	.3723199
605E	M	.4686095
604E	Q	.3594813
603E	L	.5456412
602E	S	.3273847
601E	A	.6483502
708E	н	.8601874
709E	N .	.4044164
707E	E	.5905764
710E	P.	.3787392

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UNIT NO.	TYPE	PERCENTAGE
706E.	Q	.3723199
711E	.	.3787392
705E	М	.4878675
712E	И	.4044164
704E	Q	.3723199
703E	L	.5713185
702E	S	.3402233
701E	A	.6676081
804E	J2	1.0008247
805E	N	.4300937
803E	'K	.8409295
806E	P	.4044164
802E	K	.8409295
807E	.	.4044164
801E	J ·	.8409295
808E	И	.4300937
905E	N	.4429323
903E	Kl	.8216715
906E	P	.4172551
902E	Kl	.8216715
907E	P	.4172551
901E	J1 į	.8730260
908E	N	.4236744

Exhibit C-1

DESCRIPTION OF THE CONDOMINIUM UNITS

Units 101E through 113E are located on the first floor of the Additional Tower.

Units 201E through 216E are located on the second floor of the Additional Tower.

Units 301E through 316E are located on the third floor of the Additional Tower.

Units 401E through 416E are located on the fourth floor of the Additional Tower.

Units 501E through 514E are located on the fifth floor of the Additional Tower.

Units 601E through 613E are located on the sixth floor of the Additional Tower.

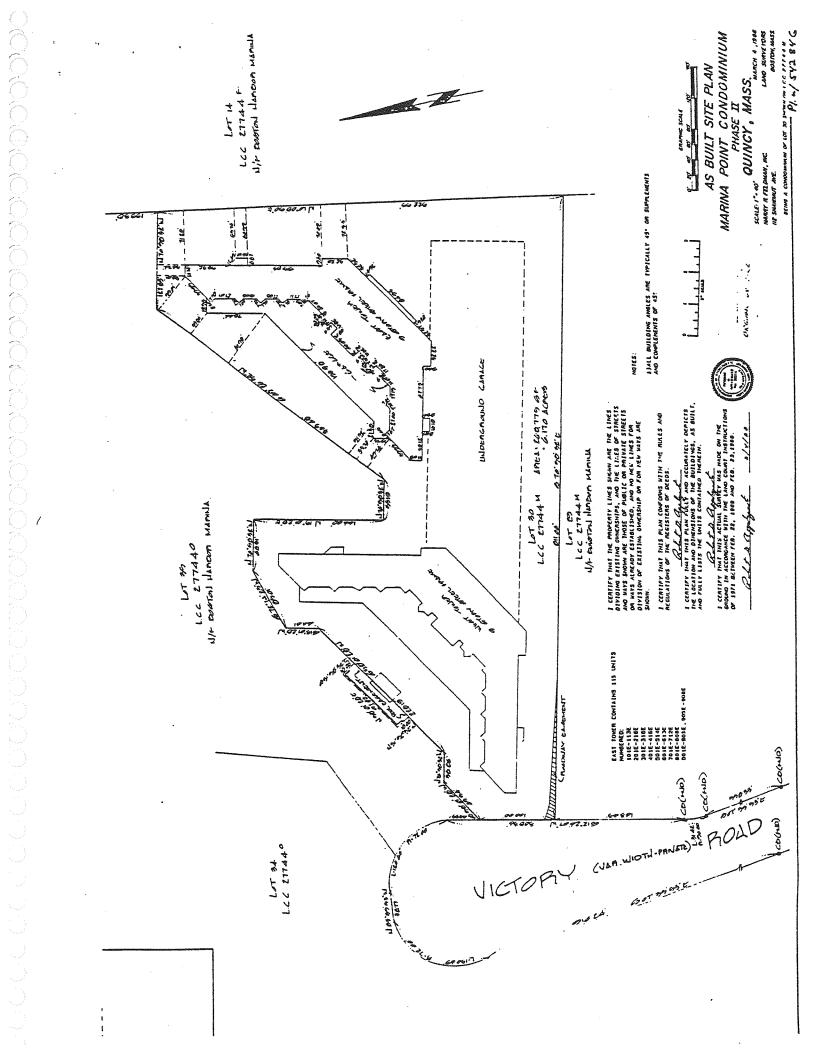
Units 701E through 712E are located on the seventh floor of the Additional Tower.

Units 801E through 803E and Units 805E through 808E are located on the eighth floor of the Additional Tower.

Unit 804E is located partly on the eighth floor and partly on the ninth floor of the Additional Tower.

Units 901E through 908E are located on the ninth floor of the Additional Tower.

The immediate common areas to which each Phase II Unit in the Additional Tower has access are the halls.



APR - 8 1988

CITY OF QUINCY ZONING BOARD OF APPEALS

DECISION

CASE J. 2297

In the matter of the application of Boston Harbor Marina Co,, received November 12, 1985 for a Special Permit to demolish an existing hangar and construct residential units with structured parking in Flood Plain on premises numbered 542 East Squantum St., notice of a public hearing having been given in accordance with the certificate filed in the office of the City Clerk herewith, the Fublic Hearing having been held on Tuesday, December 10, 1985 with Fiter F. Macdonald, Chairman, Anthony G. Sandonato and Michael E. Faherty, members present and the same having been considered, it is determined, all members participating, concurring:

The applicant in this case is the owner of a parcel of land located on the westerly side of East Squartum St. consisting of approximately 205 acres of upland, marsh and shoreland at the site of the former Naval Air Station. The specific parcel in this application is the critic of Lot #20 on Land Court Plan 27744-I which lies seaward or northerly of the boundary line separating the FUD and Business "C" Zoning Districts. All required reports from City Departments have been received.

The proposed construction of two residential buildings ith two levels of structured accessory parking complies. The existing zoning requirements of the Business "CF ching District and also with the amendments to the Zoning Ordinance proposed in the public notice of a hearing seld by the Planning Board on November 6, 1985. This has considered the Application under the present flood Plain Zoning Ordinance and under the recently approved FEMA Insurance Rate Map dated December 4, 1985, which has not been formally adopted by the City. The proposed construction and use complies with both standards as all parts of the building below the 100 year flood level will be flood-proofed (including utilities) and all areas of the building for human habitation shall be in excess of one foot above the 100 year flood level.

the proposed structures shall not i crease the base flood elevation within the City as the site abuts Boston Harbor he land is suitable for the proposed use on the basis of copographic and hydrological considerations. The removal of the old former hangar building is authorized hereby and will be a significant improvement to the Site and to one City.

call courd of Appeals is of the opinion that a literal enforcement of the provisions of the Zoning Ordinance would involve substantial mariship to the applicant and that desirable relief may be granted without detriment to the public good and without nullifying or decogning from the intent or purpose of the Zoning Ordinance.

The Flood Plain Special Permit is therefore granted subject to the following stipulations:

- The two buildings shall conform substantially in design to the plans by Vitols Associates on file in the records of this case.
- 2. The site improvement utilities, vehicular access, illing and grading healt conform substantially to the plan entitled "Marina Bay Twin Residential Buildings Site Plan" dated 9/17/85 by H. W. Moore Associates, Inc. including the grading within 20 feet of the Zoning line, the utility connections to Victory Road and the filling, grading and land-scaping between the buildings and the water's edge.
- All utilities to be constructed or to be relocated on the parcel shall be flood-proofed below the 100 year flood level,
- All construction shall comply with the State Building Code and, where required, with the U.S. Army Corps of Engineers Flood Proofing Regulations.
- Applicant shall provide to the City, Eurlding Inspector, Public Works Department and the Planning Department an "as-built" plan of all installed or relocated underground utilities servicing or passing through this parcel prior to the issuance of a Certificate of Occupancy.

DATE: DEC. 1 8 1985

Opton 1 Sundone to

NOTE: It is the responsibility of the Petitioner to:

- File a copy of the decision with the Norfolk Registry of Deeds after certification by the City Clerk that the 20-day appeal period has
- 2. Duplicate copies of the receipt from the Registry be submitted to the City of Quincy one to the Building Inspector and one to the Clert of the Board of Appeals.
- 3. A Variance must be acted upon within a one-year period or it becomes void. Upon requist to the Board before the one-year period has elapsed, as six-month extension may be granted.

00c. # 593022 Filed 11/15/90

ALLOWER 1/14/9 (

MARINA POINT CONDOMINIUM THIRD AMENDMENT OF MASTER DEED

This Third Amendment of Master Deed (the "Third Amendment") of the Marina Point Condominium is made as of the ______ day of November, 1990.

Boston Harbor Marina Company, a joint venture formerly comprised of Marina Industries, Inc., a Massachusetts corporation, O'Connell Development Co., Inc., a Hassachusetts corporation, and Forge Development errporation, a California corporation, and currently compress of said Forge Development Corporation, a California corpo: on and Forge Quincy Development Corporation, a Mass susetts corporation (hereinafter collectively called the "Declarant"), is the Declarant under that certain Master Deed (the "Original 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, and noted on Certificate of Title No. C193, as amended by First Amendment of Master Deed dated as of March 8, 1988 and filed with said Registered Land Office as Document No. 541784 and noted on Certificate of Title No. Cl93 (the "First Amendment") and as further amended by the Second Amendment of Master Deed dated as of March 30, 1988 and filed with said Registered Land Office as Document No. 542846 and noted on Certificate of Title No. C193 (the "Second Amendment"). (The Original Master Deed, the First Amendment, the Second Amendment and this Third Amendment arc collectively hereinafter referred to as the "Master Deed".)

Reference is made to those certain floor plans (the "Floor Plans") filed with the Registered Land Office with the Original Master Deed, the First Amendment and the Second Amendment.

Reference is made to Section 3.2 (page 4) of the Original Master Deed which states that the approximate area of each Phase I unit is as set forth in Exhibit B of the Original Master Deed.

Reference is made to said Exhibit B of the Original Master Deed which consists of four columns, the second of which indicates the Unit Type by reference to a letter or letter and number combination.

Reference is made to Exhib. R-1 of the Second Amendment which consists of three column to second of which indicates the Unit Type by reference to a letter or letter and number combination.

Reference is made to Exhibit C of the Original Master Deed which sets forth a description of the Units .corresponding to each of the particular unit type designations. Said description also consists of the square footage applicable to the unit type.

Reference is also made to Section 10.2 of the Master Deed entitled "Clerical or Factual Corrections," which provides that the Declarant has the right to amend the Master Deed without the consent of the condominium unit owners or the Trustees of Marina Point Condominium Trust under Declaration of Trust dated August 10, 1987 (the "Trustees"), which trust was filed with the Registered Land Office as Document No. 524882, to be noted on Certificate of Title No. Cl93, as amended, for the purpose of making clerical or factual corrections to the provisions of the Master Deed, including, without limitation, clerical or factual corrections to the Floor Plans.

In order to completely state in the Master Decd the approximate area in quare feet of certain units which were inadvertently promoundly misstated and pursuant to its power to amend the Master field under said Section 10.2, the Declarant hereby amends the Master Decd as follows:

- 1. For purposes of only the specific condominium units set forth in Exhibit A (entitled "Unit Size") attached hereto and made a part hereof, the approximate area in square feet as set forth in Exhibit C of the Original Master Deed (entitled "Description of the Condominium Units") is hereby amended in order that the approximate area in square feet as set feeth in said Exhibit A attached hereto is substituted therefore. This Third Amendment does not alter the percentage of undivided interest to wich any Unit *
- Unless otherwise defined herein, all defined terms used in this Third Amendment of Master Deed shall have the mining as set forth in the Master Deed.
- 3. Except as set forth herein, the Master Deed, os amended, shall remain in full force and effect.

The undersigned, Boston Harbor Harina Company, has hereby executed this Third Amendment to Master Deed as an instrument under seal as of the 2 hard day of November. 1990.

Boston Harbor Marina Comp ay, a Massachusetts Joint Ven ure, by each of its Joint Vent. ors:

Forge Development Corporation

Namo: LAVITENCE NUMBER - PROPERTY.

Forge Quincy Devalopment Corporation

Namo: LAWRENCE RUP OF PRESIDENT

^{*} is entitled in the Common Elements of the Condominium.

CONSENTED TO:

Monarch Life Insurance Company, holder of a first mortgage and related first security instruments on property including but not limited to units listed on Exhibit A attached hereto

By Raymond A. Terfera
Title: Vice President and General Counsel

COMMONYEALTH MASSACHUSETTS

Hampten County. ss.

November _8___, 1990

Then personally appeared the above named Lawance hunsias

Posident of Force Development Corporation, and
acknowledged the foregoing insturment to be his free act and deed
in his capacity as 105/100+ of Forge Development
Corporation and the free act and deed of Forge Development
Corporation, as Joint Venturer in Boston Harbor Marina company,
before me,

Notary Public
My commission expires: 8/4/93

COMMONWEALTH OF MASSACHUSETTS

Hampden County. ss.

Nc.omber _____ 1990

Then personally appeared the above named laulege kunstas field the of Forge Quincy Development Corporation, and acknowledged the foregoing insturment to be his free act and deed in his capacity as provided of Forge Quincy Development Corporation and the free act and deed of Forge Quincy Development Corporation, as Joint Venturer in Boston Harbor Marina company, before me,

Notary Public My commission expires: 86 3

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EXHIBIT A UNIT SIZE

MARINA POINT CONDONINIUM, QUINCY, MASSACHUSETTS EAST BUILDING

	APPROXIMATE AREA SOUA	RE FEET
UNIT NO.	AFFRANTIA	
	1,910	•
101E	1,758	
106E	1,910	
201E	1,176	
204E	1,641	
208E	1,311	•
209E	1,03	
301E	1.	
304E	1 0	
401E	1,.76	
406E	1,910	
5012	1,910	
601E	1,176	
604E	1,176	
606E		
608E	1,910	
701E	1,176	
704E	1,176	
706E	1,176	
707E	1,758	
707E 712E	1,290	
901E	2,361	
3010		

MARINA POINT CONDOMINIUM, QUINCY, MASSACHSUETTS WEST BUILDING

. *	1,176
604W	836
207¥	2,361
9C1W	2,160
902W	2,140
9037	743
CORW	, 45

SHMC2\EXA

