

OCEAN POINT MANAGEMENT TRUST

This DECLARATION OF TRUST made this 17th day of April, 1990, by Vanessa Martini, Edward A. Shapiro and Michael W. Hawkins all of Middlesex County, Massachusetts, (the "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in Trust hereunder and to mean the Trustees or the Trustees for the time being hereunder, whichever the context so permits).

WHEREAS Michael W. Hawkins and Edward A. Shapiro, as Trustees of Mayflower on the Bay Realty Trust (hereinafter referred to as "Declarant"), are the owners of the land in Plymouth, Plymouth County, Massachusetts as more particularly described in "Exhibit A" attached hereto and incorporated herein by reference; and

WHEREAS the aforesaid Trust intends to develop three Condominiums on said land, one containing up to eighty (80) residential units pursuant to a Comprehensive Permit issued by the Board of Appeals of the Town of Plymouth being Case No. 2131 filed with the Town Clerk of Plymouth on November 3, 1987, and to be established by the Master Deed of "The Highlands at Ocean Point Condominium", the second condominium containing up to forty-three (43) residential units pursuant to a Special Permit issued by the Board of Appeals of the Town of Plymouth being Case No. 2094 filed with the Town Clerk of Plymouth on June 9, 1987, and to be established by the Master Deed of "The Dunes at Ocean Point Condominium", and the third condominium containing up to five (5) residential units to be established by the Master Deed of "The Residences at Ocean Point Condominium" (said condominiums are hereinafter referred to collectively as the Condominium Development).

WHEREAS said Condominium Development shall include certain elements and features for the benefit and service of all three condominiums, including a sewage treatment facility;

NOW, THEREFORE, the undersigned hereby declare as follows:

ARTICLE I  
Name of Trust

The Trust hereby created shall be known as the Ocean Point Management Trust (the "Trust"), and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners of any condominium within the Condominium Development.

ARTICLE II  
The Trust and Its Purposes

Section 2.1 Condominium Development Plan

- A. The purpose of this Trust is to provide an organization and procedures for the management and coordination of elements and features of the proposed Condominium Development which affect or serve more than one of the several condominiums or phases or parts thereof and residence Units therein, including without limiting the foregoing, all roads and driveways which serve several condominiums or phases or parts thereof, including fire access roads as required by the Plymouth Fire Department; all facilities for the furnishing of utility and sewage disposal services, all open space parcels, all common recreational facilities, including a swimming pool with accessory recreational and service buildings, tennis courts and an amphitheater and boardwalks to the beach, the beach and coastal dune areas, and all relations with government agencies, all as hereinafter more specifically provided.
- B. The Condominium Development shall be in accordance with the Decisions of the Plymouth Board of Appeals hereinbefore referred to, and in accordance with such supplementary decisions and approvals as may be made and granted by said Board, and in accordance with plans approved and endorsed by the Plymouth Planning Board. The elements and features of such development, subject to the such supplementation of plans, further approvals, additional specifications, and modifications, as said Boards may require, effect, grant or approve, shall be as follows:
1. Referring to the numbering of lots as set forth in the Decisions of the Plymouth Board of Appeals hereinbefore referred to registered as Documents No. 302978 and 302979 (all contained on Town of Plymouth Assessor's Plat #46), the allocation of uses of lots, as such lots may be finally defined by plans approved by the Plymouth Planning Board and as the same are numbered on Land Court Plans, shall be as follows:
    - (a) Residence Units may be constructed only on lots numbered 7-29, 7-30, 7-31, 7-34 and 7-35 (being Lot 29 on subdivision plan #2275J; Lot 30 on subdivision plan #20335B; Lot 31, except the water lines, as determined by the Court on subdivision plan #20335C; Lot 121 on subdivision plan #2033Y; and Lot 120 on subdivision plan #20335X) and the number of such resident Units shall not exceed one hundred thirty-three (133), and shall be subject to the further limitations with respect to the number of bedrooms set forth in said Decision of the Board of Appeals dated November 3, 1987.
    - (b) Lot number 7-49 and Lot 7-34 (being Lot 49 on subdivision plan #20335K and Lot 120 on subdivision plan #20335X) shall serve as the site for the septic disposal leaching area.

- (c) Lot number 7A-22 (being Lot 22 on sheet 22 of subdivision plan #2275H) shall serve as the site of sewage treatment facilities and service facilities, including replacement facilities and additions, and may also include leaching facilities.
- (d) Lot numbered 7A-49 (Lot 49 on subdivision Plan #20335K) shall serve as the site of a storm water detention basin.
2. Sewage or wastewater treatment facilities shall be constructed on Lot 7A-22 (in The Highlands at Ocean Point Condominium) and at the times required, in accordance with provisions of said decisions of the Board of Appeals and in accordance with applicable requirements of other governmental agencies having jurisdiction. Without limiting the foregoing, it is expressly provided that all such facilities shall comply and conform with requirements of such governmental permits as are issued therefor, including without limitations, Groundwater Discharge Permit No. 0-304 issued by the Massachusetts Department of Environmental Quality Engineering and provisions set forth in relation to the approval of the proposed wastewater treatment facility for which said Permit is issued, and each renewal thereof and provisions or conditions set forth in relation to any such renewal.
3. The Trust shall be the sole owner of the aforesaid sewage treatment facilities and appurtenant service facilities, including, without limiting the foregoing, leaching facilities, sewage pipes connecting to the treatment facilities and any and all replacement facilities and additions thereto, all of which shall be Trust property. The Trust shall be granted the perpetual right and easement to enter upon and use for the purposes of constructing, maintaining, repairing and replacing a sewage treatment facility the land designated as Lot 7A-22 (being Lot 22 on subdivision plan #2275H) and such other land described in Exhibit A attached hereto and incorporated herein by reference. Said easement areas include without limitation all land necessary for the sewage treatment plant, leaching facilities, leaching reserve areas, and twenty feet (20') wide strips of land for power and utility lines serving the treatment plant, sewage pipes to the plant from the condominium units, and driveways for vehicular access and egress to the aforesaid facilities.

#### Section 2.2 No Partnership

It is hereby expressly declared that a Trust and not a partnership has been created, and declared that the Unit Owners are cestuis que trustent and not partners or associates nor in any other relation whatever between themselves with respect to the Trust Property, and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III  
The Trustees

Section 3.1 Number of Trustees

There shall be a Board of Trustees consisting of such number, not less than three (3) and not more than seven (7). The Board shall consist of three members determined by a vote of The Highlands at Ocean Point Condominium Unit Owners, and three members determined by a vote of The Dunes at Ocean Point Unit Owners, and one member determined by a vote of The Residences at Ocean Point. Each Trustee shall be elected from the Boards of Trustees of the Highlands, Dunes and Residences Condominium Trusts. Each such Trustee so elected shall serve until their successors are chosen and are qualified as herein provided.

Provided, however, that until the Termination Date as set forth in section 3.10 of The Highlands at Ocean Point Declaration of Trust, the number of Trustees shall be three (3) persons and these Original Trustees shall be the Declarants hereunder, Vanessa Martini, Edward A. Shapiro and Michael Hawkins, their successors and assigns.

At such time as The Highlands at Ocean Point termination date occurs, the terms of office of the original trustees shall be deemed vacant, but shall not expire until three successor Trustees have been chosen by a vote of The Highlands at Ocean Point Condominium Trust in the manner hereinafter set forth. Trustees so elected shall serve until their successors are chosen on the Election Date as herein provided.

At such time as The Dunes at Ocean Point termination date occurs (as determined by The Dunes at Ocean Point Declaration of Trust), three additional trustees shall be chosen by a vote of The Dunes at Ocean Point Condominium Trust in the manner hereinafter set forth. Trustees so elected shall serve until their successors are chosen at the next following Election Date.

At such time as The Residences at Ocean Point termination date occurs (as determined by The Residences at Ocean Point Declaration of Trust) one additional trustee shall be chosen by a vote of The Residences at Ocean Point Condominium Trust in the manner hereinafter set forth. Trustees so elected shall serve until their successors are chosen at the next following Election Date.

Section 3.2 Election Date

For purposes hereof the Election Date shall be the date of the annual meeting of the Trust first occurring after the Termination date as set forth in The Highlands at Ocean Point Declaration of Trust. From and after the Election Date, the Trustees shall be elected as follows:

- A. On the Election Date there shall be elected a Board of Trustees consisting of such number, not less than 3 and not more than 7. Three members shall be elected by a majority of the unit owners of The Highlands at Ocean Point

Condominium present in person or by proxy at such meeting. The persons so elected shall be owners of Units in The Highlands at Ocean Point Condominium and shall be Trustees of the Highlands at Ocean Point Condominium Trust.

- B. An additional three members shall be elected by a majority of the Unit Owners of The Dunes at Ocean Point Condominium present in person or by proxy at such meeting. The persons so elected shall be owners of Units in The Dunes at Ocean Point condominium, and shall be Trustees of the Dunes at Ocean Point Condominium Trust.
- C. An additional one member shall be elected by a majority of the Unit Owners of The Residences at Ocean Point Condominium present in person or by proxy at such meeting. The person so elected shall be an owner of a Unit in The Residences at Ocean Point Condominium, and shall be a Trustee of the Residences at Ocean Point Condominium Trust.
- D. The terms of office of the Trustees so elected shall commence as of the first day of the succeeding month; and thereupon the terms of office of all Trustees theretofore in office hereunder shall terminate. The terms of office of the Trustees so elected shall, except as hereinafter provided, be three years, and such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided that, in order to establish and maintain such staggering of terms, the terms of the persons first elected as Trustees pursuant to provision of this paragraph shall be one year, two years and three years, respectively determined by lot.

### Section 3.3 Vacancies

At each annual meeting of the Trust following the Election Date there shall be elected as Trustees hereunder such number of persons as shall be necessary to fill all vacancies then occurring in the office of Trustee hereof by virtue of expiration of terms of office, resignation, vote to increase the number of members of the Board of Trustees, or otherwise.

With respect to each person appointed or elected as aforesaid to be a Trustee hereunder, there shall promptly be registered with said Registry District a certificate of such appointment signed by any one or more of the Trustees hereunder and an acceptance of such appointment signed by the person so appointed or elected, and such appointment or election shall take effect upon the first day of the year following such registration. The person so appointed or elected thereupon shall be and become such Trustee and shall be vested with the powers of the Trustees and title to the Trust property, jointly with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance.

If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days after the occurrence of such vacancy and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Trustee hereunder or by the board of trustees of any of the condominiums in the Condominium Development and notice to all

Trustees and the board of trustees of all condominiums in said Condominium Development and to such other, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following paragraph, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

The following provisions shall be applicable to Trustees hereunder:

Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said Registry District. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee may be removed from office with cause by an instrument in writing signed by the boards of trustees (or authorized representatives thereof) of condominiums in the Condominium Development comprising residence Units entitled to not less than fifty (50) percent of the beneficial interest hereunder, such instrument to take effect upon the recording thereof with said Registry District.

No Trustee appointed or elected as hereinbefore provided whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that the boards of trustees of condominiums in the Condominium Development comprising residence Units entitled to not less than fifty (50) percent of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as an expense of the trust hereunder.

No Trustee appointed or elected as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgement or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults. It is, however, recognized that the limitation of Trustee liability herein set forth may not extend to liabilities lawfully arising on account of violations by Trustees under or pursuant to M.G.L. c. 21, § 42 and 43.

No Trustee shall be disqualified by his office from contracting or dealing with the Trustees, or with one or more of the residence Unit Owners or with one or more of the boards of trustees of condominiums in the Condominium Development (whether directly or indirectly because of his interest indivi-

dually or the Trustees' interest or any residence Unit Owner's interest in any corporation, firm, trust or other organization connection with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established provided the Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners and the boards of trustees of condominiums in the Condominium Development against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines.

In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred (a) each of the three Original Trustees shall have a number of votes equal to one-third of the number of shares of beneficial interest hereunder from time to time owned by the Declarant (allocating any fractional share between them by lot), and each Trustee designated and appointed by the Declarant with respect to any particular condominium in said Condominium Development, or phase or part thereof, shall have a number of votes equal to the number of shares of beneficial interest hereunder appurtenant to, and owned by the owners of, the residence Units in such Condominium Development, or phase or part thereof, and (b) the Trustees may act by a majority vote (of the number of shares voted) at any duly called meeting at which a quorum is present as provided in Paragraph A of Article IX hereof; provided, however, that in no event shall the vote of a single Trustee hereunder constitute a majority vote, and, if and whenever the number of Trustees hereunder shall become less than two (2), the then remaining or surviving Trustees, if any, shall have no power or authority whatsoever to act with respect to the administration of the trust hereunder or to exercise any of the powers hereby covered except as hereinbefore provided in this Section 3. The Trustees may also act without a meeting by instrument signed by trustees entitled to a majority of the votes.

#### ARTICLE IV

#### Beneficiaries and the Beneficial Interest in the Trust

##### Section 4.1 Beneficiaries and Beneficial Interest

The beneficial interest herein shall consist of one hundred twenty-eight (128) shares, which shall be vested and held as follows:

- A. At the time of this Declaration, all 128 shares of beneficial interest shall be vested in, and with respect to said shares the cestui que trust or beneficiary hereunder shall be, the Declarants.

- B. From and after the establishment of each condominium, or phase or part thereof, in said Condominium Development one (1) such share shall pass from the Declarant to and be vested in, and with respect to such share the cestui que trust or beneficiary hereunder shall be, the owners of each residence unit comprised in such condominium, or phase or part thereof, subject, however, to the provisions of the following Paragraph C of this Section 4.1, and the rest of said shares shall continue to be vested in the Declarant.
- C. On the Election Date, defined in Section 3.2 of Article III hereof, all of the shares of beneficial interest hereunder then held by the Declarant shall ipso facto pass to and be vested in the then owners of residence units in all of the condominium developments in said Ocean Point then established, in equal shares, so that there shall thereupon and thereafter be such number of shares of beneficial interest in this Trust as there are then residence units in all of said Ocean Point.
- D. With respect to such shares which are appurtenant to each residence unit, the same shall belong to the owner or owners of such residence unit from time to time; and the ownership of such shares shall not be severed or held separately from the ownership of such residence units.
- E. Notwithstanding anything in this Declaration to the contrary, all voting power and all other powers and rights related to and deriving from the beneficial interest hereunder which is appurtenant to residence Units and/or the ownership of such shares of beneficial interest by residence Unit owners, shall be held and exercised on behalf of said residence Unit owners beneficiaries by the board of Trustees of the condominiums in said condominium development from time to time duly established as aforesaid, and the board of managers or trustees of each such condominium development shall hold and exercise such powers and rights with respect to the beneficial interest and shares appurtenant to the residence Units comprised in such condominium development.

#### Section 4.2 Beneficial Interest Held By One Person

The Beneficial Interest appertaining to each Unit shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any of the Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed and acknowledged by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.



ARTICLE V  
Powers and Duties of Trustees

The Board of Trustees shall have all of the powers, duties and functions necessary for the administration of the affairs of this Management Trust. The powers and duties of the Trustees shall include, but shall not be limited to, the following:

- A To maintain, operate, repair, improve, replace as necessary, and otherwise to deal with, dispose of and manage: (1) any and all common recreational facilities which may be constructed for the benefit and use of the condominiums within the condominium development, including a swimming pool with accessory recreational and service buildings, tennis courts and an amphitheater; (2) all conduits, ducts, pipes, wires, equipment, buildings, structures, driveways, parking areas, and other facilities of every nature and description for the furnishing of sewage disposal, wastewater treatment, or similar services which serve or affect more than one of the unit owners of the condominium units in said Condominium Development; (3) all trails, foot paths, fire lanes and similar ways which serve or pass through the land comprised in more than one of the several condominiums and/or portions of the open space lands, including boardwalks to the beach; and (4) maintenance of the coastal, beach, and dune areas in compliance with any and all Orders of Condition of the Plymouth Conservation Commission and the Department of Environmental Quality Engineering and each renewal thereof and provisions or conditions set forth in relation to any such renewal, and the powers and functions described in this Paragraph A shall be exercised and performed exclusively by the Board of Trustees hereunder, and/or by the Declarant for so long as the Declarant has any legal responsibility with respect thereto, and not in any event by any of the boards of managers or trustees or residence Unit owners of any of the Condominiums in said Condominium development.
- B To take all actions with respect to governmental entities, or officials, boards or agencies thereof, and with respect to utility companies, which may be necessary or appropriate in relation to any of the facilities referred to in the foregoing Paragraph A or in relation to other matters which affect more than one of the unit owners of the condominium units in said Condominium Development, including without limitation of the generality, (1) the dedication of streets or ways as public ways and the release of any claims for damages with respect to taking or public improvement thereof, (2) the granting, modification or release of utility easements, (3) the implementation or modification of provisions relating to the open space set forth in applicable zoning laws and/or in approvals, permits, grants, dedications, or the like, given, executed or made pursuant to or in connection therewith, and (4) the taking of all such action as may be necessary or appropriate to establish and maintain compliance with applicable laws and governmental regulations relating to sewage disposal, wastewater treatment, including without limitation, provisions of 314 CMR 5.00, 6.00 and 12.00 and 257 CMR 2.00, and successor regulations and/or other matters of environmental concern; and the powers and functions described in this Paragraph B shall be exercised and performed exclusively by the Board of Trustees hereunder, and/or by the Declarant for so long as the Declarant has any legal respon-

sibility with respect thereto, and not in any event by any of the boards of managers or trustees or residence Unit owners of any of the condominiums in said Condominium Development.

- C To maintain, repair, improve, operate, and otherwise deal with, dispose of and manage all recreational and social facilities which are from time to time either (i) owned by the Trustees hereunder, (ii) designated by the Declarant hereof as subject to the management and control of the Trustees hereunder, or (iii) designated by the boards of managers or trustees of any of the condominium associations in said Condominium Development, or any thereof, as subject to the management and control of the Trustees hereunder.
- D To undertake, perform and fulfill all such functions, duties and activities for and on behalf of any one or more of all of the boards of managers or trustees, and residence Unit owners of a condominium in said Condominium Development as may from time to time be conferred upon or delegated or assigned to the Trustees hereunder by such boards of managers or trustees and/or residence Unit owners, including without limiting the generality, any and all of the functions, duties and activities of such boards of managers or trustees pursuant to the master deeds and by-laws of such Condominium Development as may lawfully be, and are, so delegated or assigned to the Trustees hereunder.
- E In connection with the trust property and with the foregoing, but only consistently with and in furtherance of the foregoing purposes hereof, (i) to retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom (ii) to sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of, the trust property, or any part or parts thereof, exclusive of common areas, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such terms and for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem property, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them, and to execute and deliver any deed or other instrument in connection with the foregoing, (iii) to purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights, (iv) to borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing, (v) to enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, license, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the

possible duration of this trust, (vi) to invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change, investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income, (vii) to obtain and maintain such casualty and liability insurance on and with respect to the trust property as they shall deem necessary or proper, (viii) to incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of the trust, (ix) to determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by the Trust, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment (x) to vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be comprised in the trust property, and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares, (xi) to guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this trust that they give such guaranty, (xii) to maintain such offices and other places of business as they shall deem necessary or proper and to engage in business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere, (xiii) to provide and contract for maintenance, repair, cleaning and other services to owners of Units or premises in said Condominium Development, and (xiv) to employ, appoint and remove such agents, managers, officers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper, for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the trust and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person; and the Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper except that ultimate control over management shall be retained by the Trustees hereunder.

ARTICLE VI  
Assessments and Charges

- A. Prior to the annual meeting of the residence Unit owners in any condominium in the Condominium Development, in each fiscal year of this trust the Board of Trustees shall estimate the expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed or unexpended funds from the prior year, for the performance and fulfillment of all of the duties, functions and activities of the Trustees which, as determined by said Trustees in their reasonable discretion, are for the general benefit of all of the then existing Condominium Developments in the Condominium Development, including in general, but without limiting the generality, those functions and activities which are referred to and described in Article V hereof, but excluding those functions and activities which are to be or may be performed specially for any particular condominium in the Condominium Development, or any particular residence Unit owner or owners, and the estimate so established shall be the common budget for such fiscal year.

Without limiting the foregoing, it is expressly provided that the common budget for each fiscal year shall include, for and specifically with respect to the sewage disposal and wastewater treatment facilities, amounts sufficient for (a) proper operation and maintenance thereof, (b) a capital replacement fund therefor, and (c) an emergency repair and replacement fund therefor. Such amounts shall be determined by the trustees after consultation with the certified operators of the wastewater treatment facility and a registered professional engineer who is familiar with the facility and qualified so to consult. Such capital replacement fund and emergency repair and replacement fund shall be maintained by the Trustees in a separate escrow account, not mingled with other funds of the trust, and shall be carried forward from year to year.

- B. Each such common budget shall be divided into such number of shares as there are residence Units in Condominium Development existing at the time of the election date as determined by Section 3.2 of Article III of The Highlands at Ocean Point Declaration of Trust. Each such residence Unit then existing and the owner or owners thereof, shall be responsible and liable for one such share; provided that the shares of Units shall be allocated and charged among the Units by the board of trustees herein proportionately determined upon the basis of the approximate relation that the fair market value of each unit bears to the aggregate fair market value of all of the units in the condominium development. Except that until such time as the election date as determined by The Highland at Ocean Point Declaration of Trust the shares shall be allocated and charged according to the proportions computed based on completion of 128 units as shown on Exhibit C attached hereto and incorporated herein by reference.
- C. Each condominium association in the Condominium Development and the board of trustees thereof, shall be responsible for the collection of such shares from the owners of the residence Units comprised in such condominium association and the remittance of the aggregate amount of such shares to the Trustees hereunder. To that end, (a) the Trustees hereunder shall, promptly

after the establishment of each such budget transmit a copy thereof to each board of managers or trustees of each condominium association in the Condominium Development and render therewith to such board of managers or trustees a statement for the aggregate amount of the shares payable by the residence Units in such condominium association, and (b) each such board of managers or trustees shall include in its assessment of common expenses for such fiscal year payable by the residence Unit owners in such condominium association amounts sufficient to cover and include the shares of the common budget of the Ocean Point Management Trust so payable.

- D. The Board of Trustees shall from time to time establish reasonable charges and rates of charges to be made for the performance and fulfillment of functions and activities specially for any particular condominium association in the Condominium Development or residence Unit owner or owners, and shall arrange for the payment of such charges by contractual or other arrangement or undertaking with the board or boards of managers or trustees or residence Unit owner or owners for whom such function or activity is to be performed. With respect to maintenance and snowplowing of private ways, driveways and walks, and other functions and activities the Board of Trustees shall endeavor to establish fair and uniform rates of charge, and all such rates of charge shall in all events be the same for all of the condominium associations in the Condominium Development and the residence Unit owners thereof. With respect to functions and activities which are within the scope of the functions and activities to be performed by such a board of managers or trustees for all of the residence Unit owners in a particular condominium association, and which are delegated or assigned to the Trustees hereunder, such board of managers or trustees shall include the charges therefor to be paid hereunder, or the estimated amount of such charges, in the assessments of common expenses made by such board of managers or trustees to the residence Unit owners in such condominium association.

With respect to any special non-recurring functions or activities performed for or on behalf of any particular condominium association in the Condominium Development or residence Unit owner or owners, the Board of Trustees shall, before undertaking or commencing the same, (a) make determinations, in the reasonable discretion of the Trustees, of (i) the estimated initial costs and, if applicable, the continuing costs, of such facilities, functions or activities, and (ii) the particular residence Unit owner or owners, or if applicable, condominium association or associations, to whom or which such costs are to be assessed, and the proportions of such assessments among them if more than one, and (iii) the user charges, if any, which are to be established for the use of benefit from such facilities, functions or activities, and (b) submit such determinations in writing in reasonable detail to the board of managers or trustees of all of the condominium associations in the Condominium Development in which there are any residence Unit owners interested or involved in the particular facility, function or activity, and (c) make such arrangements as the Board of Trustees in its reasonable discretion deem appropriate for the payment and/or financing of all such costs and charges.

- F. In supplement to, and not in limitation of, the foregoing provisions of this Article VI, it is expressly provided that (a) the Trustees shall, at least as often as annually, notify each Unit Owner in the Condominium Development of the liability of such Unit Owners for the amounts to be included in the common budget pursuant to provisions of the second paragraph of subsection A of this Article VI, including liability for any penalty assessed as a result of violation of any statute, regulation or permit condition applicable to the Condominium Development wastewater treatment facilities, and (b) the Trustees shall have the right, power and authority, in the name and stead of the boards of managers of each condominium association in the Condominium Development to assert, for the collection of the aforesaid budget amounts relating to sewage treatment facilities, the statutory lien afforded by provisions of M.G.L. c 183A, § 6.

#### ARTICLE VII

##### Limitation on Use of Community Facility Land

With respect to any community facilities or land thereon, trails and footpaths, open space areas, and other areas and facilities which are by virtue of foregoing provisions hereof under the management, control of jurisdiction of the Board of Trustees hereunder, the Board of Trustees may at reasonable times and in accordance with rules and regulations from time to time adopted by the Trustees close the same to common use of the Residence Owners.

#### ARTICLE VIII

##### Rules, Regulations, Restrictions and Requirements

- A. The Board of Trustees may at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the areas and facilities with respect to which the Trustees have jurisdiction hereunder, and such restrictions on and requirements respecting the use and maintenance of the resident Units and the use of common areas and facilities as are consistent with provisions of the master deeds establishing the Condominium Developments in the Condominium Development and are designed to prevent unreasonable interference with the use by the residence Unit owners of their residence Units and of the common areas and facilities. Such rules and regulations shall in all events include provisions relating to wastewater discharge and treatment as are set forth in Exhibit B attached hereto and made a part hereof, which rules and regulations may not be abrogated or amended without the prior written approval of the Division of Water Pollution Control of the Department of Environmental Protection of the Commonwealth of Massachusetts.
- B. With respect to any recreational or social facilities, trails and footpaths, open space areas, and other areas and facilities which are by virtue of foregoing provisions hereof under the management, control of jurisdiction of the Board of Trustees hereunder, the Board of trustees may at reasonable times and in accordance with rules and regulations from time to time adopted by the Trustees close the same to common use of the Residence Owners and temporarily allocate the use thereof to the Board of Trustees, or, upon application therefore, to any residence Unit owner or owners, for their

exclusive use for meetings, social and other functions and other purposes consistent with the comfort and convenience of the residence Unit owners and their enjoyment of the amenities of Ocean Point established by the Trustees.

ARTICLE IX

Meetings; Notices

- A. The Board of Trustees shall meet annually and at such meeting shall elect the Chairman, Treasurer and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four days before such meeting to each member of the Board of Trustees. Trustees holding one-half of the voting power hereunder shall constitute a quorum at all meeting, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.
- B. There shall be an annual meeting of the Unit Owners on the first Thursday of December in each year at 7:30 p.m. at the Condominium Development premises or at such other reasonable place in Plymouth and reasonable time as may be designated by the Board of trustees by notice given to the Unit Owners at least fourteen days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Board of Trustees and shall be called by them upon the written request of the boards of managers or Trustees of condominium associations in the Condominium Development comprising residence Units entitled to more than thirty (30) percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the residence Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners the Board of Trustees shall submit reports of the management and finances of The Highlands at Ocean Point Trust hereby established. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the residence Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.
- C. Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees of such Unit Owner or leaving such notice with him at his residence in the Condominium Development or by mailing it, postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least seven day prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

ARTICLE X  
Miscellaneous Provisions

- A. Books, accounts and records of the Trust shall be open to inspection to any one or more of the Trustees and the Unit Owners and boards of managers or trustees of condominium associations in the Condominium Development at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners and boards of managers or trustees a report of the operations of the Trustees for such year which shall include financial statements in such summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of six (6) months of the date of the receipt by him shall be deemed to have assented thereto.
- B. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees, or by any person or persons, to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.
- C. The seal of the Trustees shall be circular in form, bearing the inscription - Ocean Point Management Trust - 1990 - but such seal may be altered by the Trustees at pleasure, and the Trustees may, any time or from time to time, at their option adopt a common or wafer seal which shall be valid for all purposes.
- D. The fiscal year of the trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.
- E. In the construction hereof, whether or not so expressed words used in the singular or in the plural respectively include and words denoting persons include individuals, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The titles and headings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

ARTICLE XI  
Rights and Obligations of Third Parties Dealing With the Trustees

- A. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry District shall be bound to ascertain or inquire further as to the persons who are then trustees hereunder or be affected with any notice, implied, or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The



receipts of the Trustees or any one or more of them for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application, thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose of regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions of powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee, or of an old Trustee purporting to be executed by the Trustees, a board of managers or trustees or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

- B. No recourse shall at any time be had under or upon any note, bond, contract order, instrument, certificate undertaking, obligation, covenant, or agreement, whether oral or written made, issued, or executed by the Trustees or by any agent or employee of the trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for any money that may otherwise become due or payable to them from the trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable theretofore; provided, however, that nothing contained herein shall be deemed to limit or impair the liability of residence Unit Owners hereunder or under provisions of Chapter 183A of the Massachusetts General Laws. It is, however, recognized that nothing herein set forth shall limit such liabilities as may lawfully arise under or pursuant to M.G.L. c. 21.
- C. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether written or oral, made issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.
- D. This Declaration of Trust and any amendments hereto or any certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be recorded with said Registry District and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property of any alteration or amend-

ment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry District. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry District shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE XII  
Amendments and Termination

The Trustees hereof may (a) with the consent of the owners and holders from time to time of not less than sixty-six percent (66%) of the beneficial interest hereunder, at any time and from time to time amend, alter, add to, or change this Declaration of trust, and (b) with the consent of the owners and holders of the same percentage of beneficial interest hereunder and the consent of a majority of the board of managers or trustees of each condominium association in the Condominium Development at any time terminate the trust hereby created; provided always, however, that:

- A. The Trustees shall first be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities;
- B. The consent to any such amendment or termination by the board of managers or trustees of a condominium association in the Condominium Development and by the residence Unit Owners of such association may be evidenced by a certificate of such consent executed by a majority of such managers or trustees;
- C. No instrument of amendment or termination which would cause the relationship of the condominium associations in the Condominium Development and the Residence Owners thereof to the organization hereby established, or the structure, powers, operations, functions or duties of the Trustees hereof, to be contrary to or inconsistent with any requirements or provisions of applicable sections of the Plymouth Zoning By-Laws or of any approval, variance or Special Permit given or issued thereunder, or of Chapter 183A of the General Laws, or of any other applicable law or governmental regulation, including without limiting the generality, laws and regulations relating to sewage disposal or wastewater treatment, shall be recorded or, if recorded, shall be of any force or effect; and to that end, it is expressly provided that no termination of this trust or amendment impairing any obligations with respect to sewage disposal or wastewater treatment shall be of any force or effect without the prior written consent of the Massachusetts Department of Environmental Quality Engineering.

- D. Upon the termination of this trust, the Trustees may sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the beneficiaries hereof according to their respective percentages of beneficial interest hereunder; and in making any sale under this provision the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be their performance thereof be shown to be in their judgement necessary or desirable in connection therewith; and the powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed, provided always, however, that upon the termination of this trust there shall be created and established such new organization of the condominium associations in the Condominium Development and/or the residence Unit Owners a may be required, if any such organization is required, in order to effect and maintain compliance of said associates or residence Units with any applicable provisions of law or governmental regulation; and
- E. Any such instrument of amendment or termination shall become effective as of the date therein specified but no sooner than the recording thereof, together with such certificates of consent as are required therefor, with the Registry District in which this instrument is recorded.

IN WITNESS WHEREOF, said Vanessa Martini, Edward A. Shapiro and Michael W. Hawkins as Trustees as aforesaid, have hereunto set their hands and seals on the day and year first hereinabove set forth.

As Trustees of the Condominium  
Trust and not individually

Vanessa Martini  
Vanessa Martini

Michael W. Hawkins  
Michael W. Hawkins

Edward A. Shapiro  
Edward A. Shapiro

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 18, 1990

Then personally appeared the above-named Vanessa Martini as Trustee of the Ocean Point Management Trust and acknowledged the foregoing instrument to be his free act and deed as Trustee aforesaid, before me,

Catherine M. Honovatz  
Notary Public  
My Commission Expires: 7/1/94

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 18, 1990

Then personally appeared the above-named Michael W. Hawkins as Trustee of the Ocean Point Management Trust and acknowledged the foregoing instrument to be his free act and deed as Trustee aforesaid, before me,

Catherine M. Honovatz  
Notary Public  
My Commission Expires: 7/1/94

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 18, 1990

Then personally appeared the above-named Edward A. Shapiro as Trustee of the Ocean Point Management Trust and acknowledged the foregoing instrument to be his free act and deed as Trustee aforesaid, before me,

Catherine M. Honovatz  
Notary Public  
My Commission Expires: 7/1/94

EXHIBIT A

Legal Description of Land

PARCEL 1:

That certain parcel of land situated in Plymouth, in the County of Plymouth and said Commonwealth, described as follows:

Being Lot 22 on Sheet 2 of subdivision plan #2275H, drawn by Arthur C. Thompson, Surveyor, dated November 2, 1954 and filed with Certificate of Title No. 21321; Lots 23, 24, 25, 26, 27, 28, 29 and 30 on subdivision plan #20335B, drawn by Arthur C. Thompson, Surveyor, dated September, 1955; Lot 31, except the water lines as determined by the Court to be located as shown on subdivision plan #20335C, drawn by Arthur C. Thompson, Surveyor, dated Sept. 21, 1955; Lot 120 on subdivision plan #20335X, drawn by Associated Engineers of Plymouth, Inc., dated February 12, 1990; Lot 121 on subdivision plan #20335Y drawn by Associated Engineers of Plymouth, Inc., dated February 13, 1990; Lot 49 on subdivision plan #20335K, drawn by Lamont R. Healy, Inc., Surveyors, dated November 8, 1971, and filed with Certificate of Title No. 16555; and also Lot 29 on subdivision plan #2275J, drawn by A. C. Thompson & Co., Surveyors, dated March 1961, and filed with Certificate of Title No. 30442.

There is excepted and excluded from Lot 35, Lot 40 on subdivision plan #20335H, filed with Certificate of Title No. 16555.

There is excepted and excluded from Lots 34 and 49 the fee in Manomet Point Road abutting said lots.

There is excepted and excluded from Lots 22, 23, 25, 26, 27, 28, 29, (plan #20335B) 29 (plan #2275J), 30 and 31 the fee in Taylor Avenue abutting said land.

Said Lot 29 on subdivision plan #2275J, is subject to a right of way; see document #103654 and Document # 307851.

Said Lot 29 on subdivision plan #2275J, is subject to a certain right as set forth in a certain deed from the Plymouth Savings Bank to John R. Clark & Associates, Incorporated, dated October 11, 1974, filed and registered as document #162142. See also document #153937.

Said Lots 22 and 49 are subject to the restriction and option as set forth in a certain deed from Mary M. Schiano et al to John M. Allen, Jr. et ux, dated November 24, 1971, filed and registered as document #140755 as set forth in a certain deed from Mary M. Schiano et al to Mayflower Properties Trust by Trustees, dated May 22, 1972, filed and registered as document #143152.

Said Lot 31 is subject to the reservation set forth in a certain deed from Grace E. Jordan to Harry Simberg et ux, dated July 31, 1948, filed and registered as document #29843.

So much of said Lots 25, 26, 27, 28, 29 and 30 on plan #20335B, and lot 31 on plan #20335C, as is included within the limits of the way ten (10) feet wide, shown on said plans is subject to rights in favor of Robert H. Brunton land to

pass an repass over said Way, and the right to use the beach as set forth in a stipulation between Harry Simberg et ux, and said Robert H. Brunton, and similar rights in favor of Justin M. Tibbetts et al land as set forth in a stipulation between said Harry Simberg et ux, and said Tibbetts et al, both stipulations were filed with the papers in this case November 28, 1947, filed and registered as documents #38800 and #38801; and similar rights in favor of Walter A. O'Brien, Jr. land as set forth in a deed given by Harry Simberg et ux to Walter A. O'Brien, Jr., dated December 5, 1947 duly recorded in Plymouth Deeds, Book 2005, Page 48.

PARCEL 2:

Being Lot 21 on sheet 2 of subdivision plan #2275H, drawn by Arthur C. Thompson, Surveyor, dated November 2, 1954, and filed with Certificate of Title No. 21321.

PARCEL 3:

Being Lot 94 on sheet 3 of subdivision plan #20335R, drawn by Lamont R. Healy, Inc., Surveyor, dated November 10, 1976 and filed with Certificate of Title No. 16555.

Said lot is subject to reservations as set forth in a certain deed from Multi-Pak Investment Trust by Trustees to Rohask Homes, Inc., dated December 7, 1983, filed and registered as document #225409.

Said lot is also subject to an easement from Multi-Pak Investment Trust by Trustees to New England Telephone and Telegraph Company et al, dated July 26, 1978, filed and registered as document #187461.

There is appurtenant to said lot a certain right as set forth in said deed, document #225409.

PARCEL 4:

Being Lot 57 on subdivision Plan #20335N, drawn by Schofield Brothers, Inc., Verne T. Porter, Surveyor, dated May 1, 1974 and filed with Certificate of Title No. 16555.

Said Lot is conveyed together with a right of way for all purposes for which rights of way are used in Plymouth over the right of way fifteen (15) feet more or less in width, located on the remaining portion of Lot 35 as shown on plan #20335H, as set forth in a certain deed from Clouds Hill School, Inc., to Joseph M. Herman et ux, dated September 30, 1965, filed and registered as document #104767.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said  
EDWARD A SHAPIRO, KENNETH G. DALLAMORA  
and KENNETH H. SUTHERLAND, Trustees as  
aforesaid

to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting.

PARCEL 5:

Lot 122 on subdivision Plan #20335Y drawn by Associated Engineers of Plymouth, Inc., dated February 13, 1990 formerly Lot 60 on subdivision Plan #20335P, drawn by Delano & Keith, Inc., Surveyors dated April 2, 1975, and filed with Certificate of Title No. 16555.

There is excepted and excluded from the above described land the fee in Manomet Point Road abutting said Lot.

Said Lot is subject to a reservation as set forth in a certain deed from Shore Properties Incorporated of Boston to James J. Ford, dated August 20, 1965, filed and registered as Document #103059.

Said Lot is also subject to a Sewer Line as shown on said Plan.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

EDWARD A. SHAPIRO, KENNETH G. DALLAMORA  
and BRUCE E. M. CUNNINGHAM, Trustees as  
aforesaid.

to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid.

EXHIBIT B

RULES AND REGULATIONS ADOPTED AND PROMULGATED BY  
TRUSTEES OF OCEAN POINT MANAGEMENT TRUST IN RELATION  
TO WASTEWATER DISCHARGE AND TREATMENT

A. Use of the Sewers

Sec. 1. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff or subsurface drainage, to any sanitary sewer.

Sec. 2. No person shall discharge or cause to be discharged any of the following described waters or wastes to any sewers:

- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
- (c) Any waters or wastes having a PH lower than (5.5), or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ash, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.

Sec. 3. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Trustees or their agent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the Trustees or their agent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:



- (a) Any liquid or vapor having a temperature higher than one hundred fifty (150) °F (65 °C).
- (b) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) °F (0 and 65 °C).
- (c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Trustees on their designated agent.
- (d) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

B. Protection from Damage

No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

EXHIBIT C

UNIT PERCENTAGE OWNERSHIP OF FACILITIES COVERED BY  
THE OCEAN POINT MANAGEMENT TRUST  
BASED ON FULLY PHASED COMPLETION OF 128 UNITS PROPOSED UNDER THE DUNES,  
HIGHLANDS AND RESIDENCES AT OCEAN POINT

THE HIGHLANDS AT OCEAN POINT CONDOMINIUM

4 HIGHLAND TERRACE

| UNIT NUMBER | UNIT NAME     | PERCENTAGE COMMON OWNERSHIP |
|-------------|---------------|-----------------------------|
| 401         | CRANE         | 0.8878%                     |
| 402         | SWALLOW       | 0.8434%                     |
| 403         | SWAN          | 0.7250%                     |
| 404         | CORMORANT     | 0.7398%                     |
| 405         | SWAN          | 0.7072%                     |
| 406         | SWAN          | 0.7072%                     |
| 407         | VERY MODERATE | 0.5327%                     |
| 408         | VERY MODERATE | 0.5475%                     |
| 409         | VERY MODERATE | 0.5622%                     |
| 410         | VERY MODERATE | 0.5327%                     |
| 411         | VERY MODERATE | 0.5475%                     |
| 412         | MODERATE      | 0.5622%                     |
| 413         | CORMORANT     | 0.7398%                     |
| 414         | SWAN          | 0.7072%                     |
| 415         | SWAN          | 0.7072%                     |
| 416         | CRANE         | 0.8878%                     |
| 417         | SWAN          | 0.7250%                     |
| 418         | SWALLOW       | 0.8434%                     |

18

24 HIGHLAND TERRACE

|      |               |         |
|------|---------------|---------|
| 2401 | CRANE         | 0.8878% |
| 2402 | SWALLOW       | 0.8434% |
| 2403 | SWAN          | 0.7250% |
| 2404 | CORMORANT     | 0.7398% |
| 2405 | SWAN          | 0.7072% |
| 2406 | SWAN          | 0.7072% |
| 2407 | VERY MODERATE | 0.5327% |
| 2408 | VERY MODERATE | 0.5475% |
| 2409 | VERY MODERATE | 0.5622% |
| 2410 | VERY MODERATE | 0.5327% |
| 2411 | VERY MODERATE | 0.5474% |
| 2412 | MODERATE      | 0.5622% |
| 2413 | CORMORANT     | 0.7398% |
| 2414 | SWAN          | 0.7072% |
| 2415 | SWAN          | 0.7072% |
| 2416 | CRANE         | 0.8878% |
| 2417 | SWAN          | 0.7250% |
| 2418 | SWALLOW       | 0.8434% |

18

30 HIGHLAND TERRACE

|      |               |         |
|------|---------------|---------|
| 3001 | CRANE         | 0.8878% |
| 3002 | SWALLOW       | 0.8434% |
| 3003 | SWAN          | 0.7250% |
| 3004 | CORMORANT     | 0.7398% |
| 3005 | SWAN          | 0.7072% |
| 3006 | OSPRY         | 0.8286% |
| 3007 | VERY MODERATE | 0.5327% |
| 3008 | VERY MODERATE | 0.5475% |
| 3009 | VERY MODERATE | 0.5327% |
| 3010 | MODERATE      | 0.5475% |
| 3011 | CORMORANT     | 0.7398% |
| 3012 | OSPRY         | 0.8286% |
| 3013 | SWAN          | 0.7072% |
| 3014 | SWALLOW       | 0.8434% |

14

25 HIGHLAND TERRACE

|      |               |         |
|------|---------------|---------|
| 2501 | CRANE         | 0.8878% |
| 2502 | SWALLOW       | 0.8434% |
| 2503 | SWAN          | 0.7072% |
| 2504 | CORMORANT     | 0.7398% |
| 2505 | SWAN          | 0.7072% |
| 2506 | OSPRY         | 0.8286% |
| 2507 | VERY MODERATE | 0.5475% |
| 2508 | MODERATE      | 0.5622% |
| 2509 | CORMORANT     | 0.7398% |
| 2510 | OSPRY         | 0.8286% |
| 2511 | SWAN          | 0.7072% |
| 2512 | CRANE         | 0.8878% |
| 2513 | SWAN          | 0.7072% |
| 2514 | SWALLOW       | 0.8434% |

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29 HIGHLAND TERRACE

|      |               |         |
|------|---------------|---------|
| 2901 | CRANE         | 0.8878% |
| 2902 | SWALLOW       | 0.8434% |
| 2903 | SWAN          | 0.7250% |
| 2904 | CORMORANT     | 0.7398% |
| 2905 | SWAN          | 0.7072% |
| 2906 | OSPRY         | 0.8286% |
| 2907 | VERY MODERATE | 0.5475% |
| 2908 | MODERATE      | 0.5622% |
| 2909 | CORMORANT     | 0.7398% |
| 2910 | OSPRY         | 0.8286% |
| 2911 | SWAN          | 0.7072% |
| 2912 | CRANE         | 0.8878% |
| 2913 | SWAN          | 0.7250% |
| 2914 | SWALLOW       | 0.8434% |

14

HIGHLANDS PERCENTAGE OWNERSHIP: 57.75

THE DUNES AT OCEAN POINT CONDOMINIUM

21 TAYLOR AVENUE

|      |           |         |
|------|-----------|---------|
| 2101 | TERN      | 0.9617% |
| 2102 | HERON     | 0.8878% |
| 2103 | SANDPIPER | 0.8138% |
| 2104 | GULL      | 0.8818% |
| 2105 | SANDPIPER | 0.7753% |
| 2106 | SANDPIPER | 0.7753% |
| 2107 | GULL      | 0.8818% |
| 2108 | SANDPIPER | 0.7753% |
| 2109 | SANDPIPER | 0.7753% |
| 2110 | GULL      | 0.8818% |
| 2111 | SANDPIPER | 0.7753% |
| 2112 | SANDPIPER | 0.7753% |
| 2113 | TERN      | 0.9617% |
| 2114 | SANDPIPER | 0.8138% |
| 2115 | HERON     | 0.8878% |

15 TAYLOR AVENUE

|      |           |         |
|------|-----------|---------|
| 1501 | TERN      | 0.9617% |
| 1502 | HERON     | 0.8878% |
| 1503 | SANDPIPER | 0.8138% |
| 1504 | GULL      | 0.8818% |
| 1505 | SANDPIPER | 0.7753% |
| 1506 | SANDPIPER | 0.7753% |
| 1507 | GULL      | 0.8818% |
| 1508 | SANDPIPER | 0.7753% |
| 1509 | SANDPIPER | 0.7753% |
| 1510 | GULL      | 0.8818% |
| 1511 | SANDPIPER | 0.7753% |
| 1512 | SANDPIPER | 0.7753% |
| 1513 | GULL      | 0.8818% |
| 1514 | SANDPIPER | 0.7753% |
| 1515 | SANDPIPER | 0.7753% |
| 1516 | TERN      | 0.9627% |
| 1517 | SANDPIPER | 0.8138% |
| 1518 | HERON     | 0.8878% |

93 POINT ROAD

|       |      |         |
|-------|------|---------|
| 87301 | DOVE | 1.0357% |
| 8302  | DOVE | 1.0357% |
| 8303  | DOVE | 1.0357% |
| 8304  | DOVE | 1.0357% |
| 8305  | DOVE | 1.0357% |

93 POINT ROAD

|      |      |         |
|------|------|---------|
| 9301 | DOVE | 1.0357% |
| 9302 | DOVE | 1.0357% |
| 9303 | DOVE | 1.0357% |
| 9304 | DOVE | 1.0357% |
| 9305 | DOVE | 1.0357% |

DUNES PERCENTAGE OWNERSHIP: 30.03%

THE RESIDENCES AT OCEAN POINT CONDOMINIUM

|                    | UNIT<br># | UNIT<br>NAME | % COMMON<br>OWNERSHIP |
|--------------------|-----------|--------------|-----------------------|
| 8 TAYLOR AVENUE    | 801       | SINGLE       | 0.8138%               |
| 7 HIGHLAND TERRACE | 703       | SINGLE       | 0.8138%               |
| 7 KEVIN AVENUE     | 701       | SINGLE       | 0.8138%               |
| 60 POINT ROAD      | 601       | DUPLEX       | 0.8878%               |
|                    | 602       | DUPLEX       | 0.8878%               |

REIDENCES PERCENTAGE OWNERSHIP: 4.22%

TOTAL NUMBER OF UNITS PROPOSED: ONE HUNDRED TWENTY EIGHT