

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

1. No part of the Condominium shall be used for any purposes except those set forth herein and in the Master Deed.

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Trustees, except as expressly provided herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions herein and in the Master Deed.

3. Nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance of the building of the Condominium (the "Condominium Building"), or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit or in the common areas and facilities which will result in the cancellation of insurance on the Condominium Building or the contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

4. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Building or Units, and no sign, awning, canopy, shutter, or radio or television antenna (except for the master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or to any window, without the prior consent of the Trustees. No Unit Owner will be allowed to put

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

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

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

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

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

9. No part of the common areas and facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees.

10. Each Unit Owner shall keep his Unit, Parking Garage Space and storage cubicle, and any balcony, deck, terrace, or other common area over which any Unit Owner has an exclusive easement, in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The water closets and other water apparatus shall not be used for any purpose other than for which there were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Building resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.

11. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

12. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down between 10:00 P.M. and 8:00 A.M., and shall at all times be kept at a sound level which will not disturb or annoy the occupants of the other Units.

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

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

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

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

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

17. Any maintenance, repair or replacement of common areas and facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractors or workmen approved by the Trustees. No unauthorized person, including a Unit Owner, shall be permitted on the roof of any Condominium Building without the prior consent of the Trustees.

18. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in any Unit any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

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

20. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor to a Trustee or any agent or employee of the Trustees for any Unit, automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and any such Trustee, agent or employee shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

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

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

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

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

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

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

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

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

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

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

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