

Fort Point Place - Master Deed
Amended & Restated

Section 9
Restriction on Use

(b) No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the Common Areas and Facilities, and to that end no noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the Common Areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

(c) Unless otherwise permitted in writing executed by all of the Condominium Trustees pursuant the provisions hereof:

(i) No Unit shall be used for any purpose not specified in this Section;

(ii) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Master Deed, Condominium Trust, its By-Laws and the Rules and Regulations in effect from time to time pursuant thereto; and

(iii) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structure and integrity or mechanical systems of the Condominium and in all instances without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions as to the manner of performing such work and requirements for insurance, which in the Trustees' judgment are reasonable and necessary. All additions, alterations and improvements to any Unit (whether or not affecting the structural elements, mechanical systems or common areas and facilities of the Condominium) shall be performed in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

Leasing



(iv) No Unit may be leased, rented or let if the Unit Owner is in default or violation of any obligations to the Condominium and unless upon a written agreement therefore in a form and content acceptable to the Trustees and for a term of no less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the

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Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

Leasing Limiting # of Units

In addition to the foregoing, at no time may more than thirty (30%) percent of the Units, or such lower percentage as may be required by any so-called secondary mortgage market source, be leased at any one time. To ensure that this limitation is not exceeded, a Unit Owner who intends to lease his Unit shall first seek the consent of the Trustees to rent, whereupon the Trustees will notify the Unit Owner if this limitation has been met. In such event, the Unit Owner shall not seek to or let the Unit. If this limit has not been met, permission shall be granted for a one-year period. Should the Unit Owner who has received permission desire to relet the Unit, he shall again seek the consent of the Trustees. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Trustees shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to rent their Unit with the aforesaid limitation for which purpose they may establish Rules and Regulations.



In such event as during the course of occupancy of a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term;

- (d) The architectural integrity of buildings shall be preserved without modification which shall include and insure, inter alia, that the roof and various cosmetics are the same color and texture, and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the building or attached to or exhibited through a window of the building, including the display of "For Sale", "For Rent" or other signage, and no painting or other decorating shall be done on any exterior part or surface of the building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.