

INTERVAL OWNERSHIP SUPPLEMENT
TO DECLARATION OF TRUST

HOLLY TREE CONDOMINIUM TRUST

We, Keith Carlson and Edmund Shamsi, of 160 Salisbury Road, Brookline, MA 02146, (hereinafter "Trustee", which term and any pronoun referring thereto shall be deemed to include successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder wherever the context so permits, the undersigned Trustees of the Holly Tree Condominium Trust, for purposes of implementing the "Interval Ownership Supplement" of the Master Deed of the Holly Tree Condominium recorded herewith which Interval Ownership Supplement establishes a common scheme and plan for the use, possession, enjoyment, repair, maintenance, restoration, remodeling and improvement of certain condominium units, as well as the payment of taxes, common expenses, utilities and other expenses pertaining thereto, do hereby provide as follows:

1. Interval Ownership: All the rights and powers in and with respect to Units (and furnishings therein) committed to Interval Ownership and the Owners of same, which are by virtue of the Master Deed and Interval Ownership Supplement of HOLLY TREE CONDOMINIUM conferred upon or exercisable by the Trustees hereof, shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, in trust to exercise, manage, administer and dispose of same for the benefit of the owners of record of the Intervals, it being the purpose herein that the Trustees shall have full power and authority to manage and administer the common scheme set forth in the Interval Ownership Supplement.

2. Definitions: As used in this instrument, unless the context otherwise requires, definitions of words as set forth in the Master Deed and Interval Ownership Supplement thereto shall prevail.

3. Management of Interval Ownership Program: The Trustees herein are invested with the rights and powers to administer and manage the Interval Ownership program, and are specifically empowered to do any and all of the functions committed to them in the Interval Ownership Supplement to the Master Deed, including, without limitation, those set forth in Paragraphs 5 and 6 thereof.

4. Management Firm: The Trustees are specifically empowered to delegate some or all of their rights and powers referred to in Paragraph 3, supra, to a Management Firm, and, by agreement of this date have entered into a management contract with Holly Tree Management Trust or its corporate nominee or assignee, ("Management Firm" herein) and, in

accordance therewith, do hereby delegate their management functions hereunder to said Management Firm.

5. Management Fees Associated with Interval Ownership Program: As to units committed to the Interval Ownership Program, the Trustees, and by delegation, the Management Firm, are empowered to prepare budgets, assess and collect sums necessary to meet the expenses of each unit committed to Interval Ownership, as more fully set forth in Paragraph 8 of the Interval Ownership Supplement to the Master Deed. Sums so collected shall be maintained in accounts separate from those in which common funds of the condominium are maintained.

6. Insurance: The Trustees shall obtain and maintain, to the extent available, policies of insurance as enumerated in Paragraph 6(e) of the Interval Ownership Supplement to the Master Deed, which said policies shall name the Trust, the Trustees and the Interval Owners and their mortgagees as insured as their interests may appear.

7. Units Committed to Interval Ownership; Percentages of Beneficial Interest: As such time as a unit is committed to Interval Ownership, each owner of undivided interest in said unit shall own a share of the beneficial interest assigned to said unit according to the following schedule:

<u>Use Period Numbers</u>	<u>Percentage Share for Each Unit</u>
1 through and including 51	1/51st

8. Maintenance and Repair of Units: The Trustees and, by delegation, the Management Firm, are empowered to maintain and repair those units committed to Interval Ownership, which maintenance and repair shall occur during Service Hours or Maintenance Weeks; the cost of same is to be borne by the Interval Owners of the unit so maintained or repaired.

9. Rules, Regulations, Restrictions and Requirements: With respect to units committed to Interval Ownership, the Trustees may adopt, amend and rescind rules and regulations regarding the operation, maintenance and use of such units as they, in their sole discretion, deem necessary, desirable or convenient and may delegate powers to do same to a Management Firm.

10. Notices to Interval Owners: Every notice to any Interval Owner required hereunder shall be deemed sufficient if it complies with the notice requirements set forth in Section 5.9 of the Trust.

11. Inspection of Books; Reports to Interval Owners: Books, accounts and records pertaining to the Interval Ownership program shall be open to inspection to any one or

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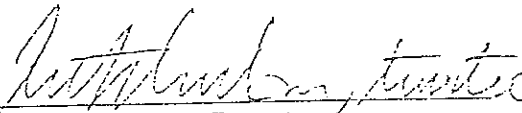
more of the Trustees, Management Firm and Interval Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, submit to the Interval Owners a report for such year. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees or the Management Firm given by registered mail within a period of one (1) month of the date of the receipt by him shall be deemed to have assented thereto.

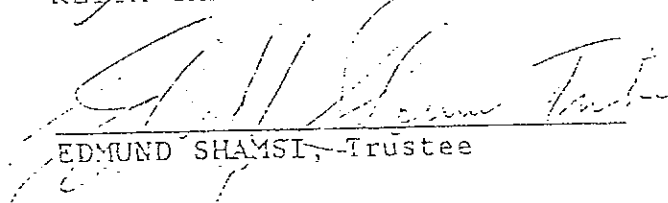
12. Voting: The beneficial interest pertaining to each Interval shall be held and exercised as a whole and shall not be divided among several owners of any such Interval. For that reason, the provisions governing voting of owners of units set forth in Section 4.2 of the Trust shall also govern voting of Interval Owners. Provided, however, voting may be done by written proxy.

13. Termination: The rights and powers herein set forth shall terminate at such time as the Interval Ownership program terminates, as set forth in Paragraph 14 of the Interval Ownership Supplement to the Master Deed, provided only that the Trustees shall have a reasonable time to wind up the affairs of the Interval Ownership Program.

EXECUTED as a sealed instrument this 7th day of

OCTOBER, 1987.


 KEITH CARLSON, Trustee


 EDMUND SHAMSI, Trustee

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 ROBERTSON,
 &
 ASSOCIATES,
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