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DECLARATION OF TRUST

OF

THE HARBOR VIEW SUITES CONDOMINIUM TRUST

**131 NORTH WATER STREET
EDGARTOWN, MASSACHUSETTS**

DATE: AUGUST 31, 2012

Prepared by and upon recording please return to:
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<u>Exhibit</u>	<u>Subject Matter</u>	<u>Section First Mentioned</u>
"A"	Rules and Regulations	Section 6.7

**DECLARATION OF TRUST
OF
THE HARBOR VIEW SUITES CONDOMINIUM TRUST**

**131 NORTH WATER STREET
EDGARTOWN, MASSACHUSETTS**

THIS DECLARATION OF TRUST of THE HARBOR VIEW SUITES CONDOMINIUM TRUST ("Declaration of Trust") made as of this 31st day of August, 2012, at Edgartown, Dukes County, Massachusetts, by the following (collectively, the "Initial Trustees"): Elizabeth Rothwell of Dukes County, Massachusetts; Robert Barclay of Nassau County, New Jersey, and Amy Downes of Dukes County, Massachusetts.

ARTICLE 1 – CREATION AND NAME OF THE SUITES TRUST

Section 1.1 Creation. The Suites Trust is the organization of the Suite Owners of the Suites Condominium established pursuant to the provisions of Chapter 183A, Section 10 for the purposes therein set forth. The Suites Condominium is a second-tier condominium within the Suites Unit, which is a Unit of The Harbor View Hotel Condominium.

Section 1.2 Name. The name of the Suites Condominium shall be "The Harbor View Suites Condominium." So far as legal, convenient and practicable, all business carried on by the Suites Trustees shall be conducted and all instruments in writing by the Suites Trustees shall be executed under the name of the Suites Trust.

ARTICLE 2 – DEFINITIONS

The terms used in this Declaration of Trust shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Master Deed.

"Base Rate": As defined in the Master Deed.

"By-laws": The provisions set forth in Article 6 of this Declaration of Trust.

"Chapter 183A": Chapter 183A of the Massachusetts General Laws, Condominiums, as the same may be amended from time to time.

"Community Benefits Fund": The Community Benefits Fund described in Section 6.2.2.

"Community Benefits Contribution": The contribution described in Section 6.2.2.

"Condominium Insured Property": As defined in Section 6.3.1.

"Covenanting Owner": As defined in Section 6.4.2.

“Declarant”: Scout Harbor View Property 1, LLC, a Delaware limited liability company.

“Development Period”: The Development Period shall expire on the expiration of ten (10) years from the recording in the Registry of the Master Deed.

“General Common Elements” or **“Common Elements”**: The General Common Elements, as such term is defined in the Master Deed.

“Hotel Condominium”: A condominium created by Scout Harbor View Property 1, LLC, as Declarant, under the Hotel Master Deed, which subjects the property more commonly known as “The Harbor View Hotel Condominium” located at 131 North Water Street, in Edgartown, Massachusetts, to the provisions of Chapter 183A.

“Hotel Documents”: The Hotel Declaration of Trust and the Hotel Master Deed.

“Hotel Declaration of Trust”: The Declaration of Trust of The Harbor View Hotel Condominium of even date and record herewith establishing the Hotel Condominium, as it may be amended from time to time.

“Hotel General Common Elements”: The common areas and facilities of the Hotel Condominium, as more particularly described in Sections 7.1 and 7.2 of the Hotel Master Deed.

“Hotel Master Deed”: The Master Deed of The Harbor View Hotel Condominium of even date and record herewith establishing the Hotel Condominium, as it may be amended from time to time.

“Hotel Trust”: The Harbor View Hotel Condominium Trust established by the Hotel Declaration of Trust.

“Hotel Trustees” or **“Hotel Board of Trustees”** The Trustees of the Hotel Condominium, appointed as provided in Article 4 of the Hotel Declaration of Trust.

“Insurance Trustees”: As defined in Section 6.3.1.

“Listed Mortgagee”: Any institutional Mortgagee with a first priority mortgage of record on a Suite of which the Suites Trustees have received written notice pursuant to and in conformance with the provisions of Section 6.6.1 and Chapter 183A.

“Mortgagee”: Any institutional lender which is a holder of a mortgage of record on a Suite, the Suites Unit and/or the Declarant’s rights under the Hotel Master Deed.

“Other Owner”: As defined in Section 6.4.2.

“Registry”: The Dukes County Registry of Deeds. If and so long as the Suites Condominium property is registered land, all references to recording of a document in the Registry shall also include the filing of such document with the Dukes County Registry District of the Land Court.

“Reserve Fund”: The Reserve Fund described in Section 6.2.1.

“Rules and Regulations”: The Rules and Regulations adopted or amended pursuant to the provisions of Section 6.7. The initial Rules and Regulations are attached as Exhibit “A” hereto.

“Suite(s)”: The individual suite(s) established pursuant to the Master Deed. The Suites are Secondary Units within the meaning of such term in the Master Deed, this Declaration of Trust and the Hotel Documents.

“Suites Condominium” or **“Condominium”**: The second-tier condominium more commonly known as “The Harbor View Suites Condominium” located at 131 North Water Street, in Edgartown, Massachusetts, established by the Master Deed. The Suites Condominium subjects the Suites Unit in the Hotel Condominium to the provisions of Chapter 183A and is a Secondary Condominium within the meaning of such term in the Master Deed, this Declaration of Trust and the Hotel Documents.

“Suites Condominium Documents”: This Declaration of Trust and the Master Deed. The Suites Condominium Documents are Secondary Condominium Documents within the meaning of such term in the Master Deed, this Declaration of Trust and the Hotel Documents.

“Suites Master Deed” or **“Master Deed”**: The Master Deed of The Harbor View Suites Condominium of even date and record herewith establishing the Suites Condominium, as it may be amended from time to time.

“Suite Owner(s)”: The record owner(s) of any Suite. The Suite Owner(s) are Secondary Unit Owner(s) within the meaning of such term in the Master Deed, this Declaration of Trust and the Hotel Documents.

“Suite Sale Closing”: Each respective sale, conveyance, transfer or assignment of the legal or beneficial title to any Suite for more than nominal consideration from time to time. In the event of an installment sale of a Suite, the Suite Sale Closing shall be deemed to have occurred on the date of the payment of the first installment payment in connection therewith. In the event of a lease of a Suite, the intent or economic effect of which is to avoid or subvert the requirement for payment of a Community Benefits Fund Contribution which would otherwise be required hereunder in the event of a sale of such Suite, such lease shall be deemed a “sale” of such Suite, and the “Suite Sale Closing” shall be deemed to be the commencement date of such lease.

“Suites Trust” or **“Trust”**: The Harbor View Suites Condominium Trust established by this Declaration of Trust.

“Suites Trustees” or **“Suites Board of Trustees”**: The Trustees of the Suites Condominium appointed as provided in Article 4. The initial Suites Trustees shall be the Initial Trustees, as provided in Section 4.1. The Suites Trustees are the Secondary Trustees within the meaning of such term in the Master Deed, this Declaration of Trust and the Hotel Documents.

“Unit(s)”: The Hotel Unit and the Suites Unit, as such terms are defined in the Hotel Master Deed.

“Unit Owner(s)”: The record owner(s) of any Unit.

ARTICLE 3 – PURPOSE OF SUITES TRUST

Section 3.1. The Suites Trust. All of the rights and powers in and with respect to the General Common Elements that are conferred under Chapter 183A upon or exercisable by the organization of suite owners of the Suites Condominium, and all real, personal, tangible and intangible property conveyed to the Suites Trustees, shall vest in the Suites Trustees in trust to exercise, manage, administer and dispose of and to receive the income therefrom, for the benefit of Suites and the Suite Owners, according to the applicable percentages of beneficial interest in the General Common Elements referred to in Section 5.1, and in accordance with the provisions of the Master Deed and of Chapter 183A.

Section 3.2. Trust and Not Partnership. A trust and not a partnership has been created. The Suite Owners are cestuis que trustent and not partners or associates and are not in any other relation between themselves with respect to the Trust property, nor do they hold any relation to the Suites Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under Chapter 183A.

ARTICLE 4 - THE SUITES TRUSTEES

Section 4.1. Suites Board of Trustees.

4.1.1 The initial Suites Board of Trustees shall consist of the Initial Trustees. The terms of the Initial Trustees shall commence upon the conveyance of the first Suite following the recording of the Master Deed and shall end on the day following the later to occur of (i) fifty (50) Suites having been conveyed of record by the Declarant to purchasers thereof, or (ii) three (3) years following the first conveyance of a Suite (the "**Turnover Event**"). The Initial Board of Trustees shall serve, unless earlier removed, until their successors are elected, as provided in Section 4.2 below. The Declarant, in its sole discretion, shall be entitled to fill by appointment any vacancy in the initial Board of Trustees until the occurrence of the Turnover Event.

4.1.2 After the terms of the Initial Trustees, there shall, except as otherwise provided below, be a Suites Board of Trustees consisting of three (3) members. Each Suites Trustee shall be appointed by a vote of Suite Owners holding more than fifty percent (50%) of the beneficial interest in the General Common Elements at any meeting of the Suite Owners at which a quorum is present.

Section 4.2. Term of Suites Trustees; Vacancies. The terms of the Suites Trustees shall be staggered so that, insofar as possible, the terms of no more than two (2) of the Suites Trustees shall expire each year. In order to establish such staggering of terms, the term of one (1) of the persons first appointed as a Suites Trustee shall be for two (2) years and the term of two (2) of the persons first appointed as a Suites Trustee shall be for one (1) year.

For purposes of this Section 4, a Suite Owner of record, or a natural person, corporation, limited liability company, partnership, trust or other entity designated in writing as the nominee of a Suite Owner shall be eligible to serve as a Suites Trustee. With the exception of the members of the Initial Trustees and any Trustees appointed by a Listed Mortgagee under the loan documents held by a Listed Mortgagee permitting such appointment, all Suites Trustees must own a Suite, (ii) be an officer, manager, shareholder, partner, member, principal, trustee, investment advisor, beneficiary, employee or attorney-in-fact of a Suite Owner, or an Affiliate thereof; or (iv) be a Listed Mortgagee of a Suite (or an Affiliate thereof) or employee of such a Listed Mortgagee (or an Affiliate thereof). As used herein, the term "Affiliate" shall mean an

entity that controls, is controlled by, or is under common control with a Suite Owner, or one of their members, as applicable, or any of their respective successors or assigns.

If and when the number of Suites Trustees shall become less than three (3), a vacancy in such office shall be deemed to exist. Each such vacancy shall be filled by a written instrument setting forth the appointment of a natural person or entity to act as a Suites Trustee in accordance with the provisions of this Section 4.2.

If for any reason any vacancy in the office of a Suites Trustee remains unfilled for sixty (60) days, a Suites Trustee to fill such vacancy may be appointed by any court of competent jurisdiction upon the application of any Suite Owner and notice to all Suite Owners and such other parties in interest, if any, to whom the court may direct that notice be given.

Each appointment of a Suites Trustee shall take effect upon the recording with the Registry of a "Certificate and Acceptance" signed by: (i) either (a) the Declarant, if such vacancy occurs prior to the Turnover Event; or (b) if the vacancy occurs after the Turnover Event, by the remaining Suites Trustees, or Suite Owners holding more than fifty percent (50%) of the beneficial interest in the General Common Elements present in person or by proxy at a duly held meeting of the Suite Owners if there is no remaining Suites Trustee; and (ii) the person so appointed (which may be recited in such Certificate and Acceptance). Upon such recording, the person so appointed shall become a Suites Trustee and shall be vested with the powers of a Suites Trustee and with title to the Suites Trust property jointly with the remaining Suites Trustee(s), without the necessity of any act of transfer or conveyance.

The foregoing provisions of this Section 4.2 notwithstanding, despite any vacancy in the office of Suites Trustee, the remaining Suites Trustee(s) shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Suites Trustees, except that, other than in the case of an emergency requiring immediate action to prevent injury to persons or property or except as approved by the Suite Owner entitled to make the appointment to fill such vacancy in the office of Suites Trustee, the remaining Suites Trustees shall not borrow money, impose new assessments on the Suite Owners, raise fees or common expenses payable by the Suite Owners, or make any expenditures which are not included in a budget approved in accordance with the terms of this Suites Trust prior to such vacancy.

Section 4.3. Resignation; Removal; Assignment. Any Suites Trustee may resign at any time by an instrument in writing, signed and duly acknowledged by such Suites Trustee. Resignations shall take effect upon the recording of such instruments with the Registry.

After the term of the Initial Trustees, a Suites Trustee may be removed from office with or without cause by an instrument in writing signed by Suite Owners holding more than fifty percent (50%) of the beneficial interest in the General Common Elements present in person or by proxy at a duly held meeting of the Suite Owners. Instruments of removal shall take effect upon the recording of such instruments with the Registry.

Prior to the Turnover Event, any Trustee may be removed from office with or without cause in writing signed by the Declarant, effective upon recording with the Registry.

The Declarant may assign to a Listed Mortgagee its right and power to remove and appoint Trustees, which right and power may be exercised by the Listed Mortgagee as provided for in the loan documents held by such Listed Mortgagee.

Section 4.4. No Bonding By Suites Trustee(s). Except as otherwise provided in Section 6.3.3, no Suites Trustee shall be obliged to give any bond, surety or other security for the performance of his or her duties, unless an instrument in writing signed by (i) the Suites Trustees; and/or (ii) the Suite Owners holding at least 75 percent (75%) of the beneficial interests in the General Common Elements present in person or by proxy at a duly held meeting of Suite Owners (as provided in Section 6.7.1) which is delivered to the affected Suites Trustee(s) requires that such Suites Trustee give bond in such amount and with such sureties as are specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Suites Condominium.

Section 4.5. Self-Dealing. Each Suites Trustee shall exercise such Suites Trustee's powers and duties in good faith and with a view to the interests of the Suites Condominium. No contract or other transaction between a Suites Trustee, or any corporation, firm, association (including the Declarant) in which the Suites Trustee is an owner, director or officer or is pecuniarily or otherwise interested, and the Suites Trust is either void or voidable because any such Suites Trustee is present at the meeting of the Suites Trustees or any subcommittee which authorizes, approves or ratifies the contract or the transaction, or because such Suites Trustee's vote is counted for such purpose, provided the conditions specified in the following subsections exist:

(i) The Suites Trustee shall act in good faith and shall disclose to the other Suites Trustees the nature of such Suites Trustee's interest prior to such contract or transaction being entered into;

(ii) Such contract or transaction shall be no less favorable to the Suites Trust than any dealing, contract or arrangement with an independent third party; and

(iii) the applicable corporation, firm or association that is a party to such contract or transaction shall be qualified and competent, in the reasonable judgment (to be exercised in good faith) of the Suites Trustees.

Section 4.6. Indemnification of Suites Trustees. Each Suites Trustee shall be entitled to indemnity both out of the Suites Trust property and, severally, by the Suite Owners, in proportion to their respective beneficial interests in the General Common Elements, against any liability incurred in the execution of such Suites Trustee's duties hereunder, including, without limitation, liabilities in contract, in tort and for damages, penalties, and fines, and for any expenses incurred in connection with the defense of the same (including, without limitation, attorneys' fees and expenses), but not occasioned by such Suites Trustee's personal and willful malfeasance and defaults.

ARTICLE 5 - BENEFICIARIES AND THEIR BENEFICIAL INTEREST IN THE SUITES TRUST

Section 5.1. The Beneficiaries and their Beneficial Interests. The beneficiaries of this Suites Trust shall be the Suite Owners. The beneficial interests in this Suites Trust shall be divided with respect to each Suite Owner's interest in the different classes of General Common Elements, as set forth in Exhibit B to the Master Deed.

Section 5.2. Exercise of Beneficial Interest. Subject to Section 10.2 of the Master Deed and Article 9 of this Trust, the beneficial interest of each Suite shall be held and exercised as a suite and shall not be divided among several owners of any Suite. Whenever any Suite is

owned of record by other than one person, the several owners of such Suite shall (i) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise as proxy the rights pertaining to such Suite, and (ii) notify the Suites Trustees of such designation by a written notice signed by all of the record owners of such Suite. Any such designation shall take effect upon receipt by the Suites Trustees and may be revoked or changed at any time by such notice. In the absence of any such notice of designation, the Suites Trustees may, by vote of the Suites Trustees representing, in the aggregate, more than fifty percent (50%) of the beneficial interests in the General Common Elements, designate any one such owner for such purposes. Such beneficial interest of each Suite must be voted in full and may not be partially voted.

ARTICLE 6 - BY-LAWS

The provisions of this Article shall constitute the By-laws of this Trust and the organization of Suite Owners established hereby.

Section 6.1. Power of the Suites Trustees. The Suites Trustees shall have the absolute control of the Suites Trust property as if they were the absolute owners thereof, free from the control of the Suite Owners, and shall have powers necessary for the administration of the affairs of the Suites Condominium and may do all such acts and things in connection therewith, subject to and in accordance with Chapter 183A, the Master Deed, this Declaration of Trust and the Hotel Documents. Without the necessity of further approval by any court or the Suite Owners, the Suites Trustees shall have the powers to do the following, in all cases subject to any applicable limitations set forth in Chapter 183A, Section 5 and in all cases in their reasonable good faith judgment exercised in the best interests of the Suite Owners and the Suites Condominium:

6.1.1 Provide for the operation, care, upkeep and management of the General Common Elements, or any part thereof;

6.1.2 Levy fines and engage in litigation in the name of and on behalf of the Suites Trust as they deem necessary and proper to further the purpose of this Declaration of Trust;

6.1.3 Determine and budget the common expenses required for the affairs of the Suites Condominium, and collect the common expenses from the Suite Owners, including without limitation, the levying of fees on a Suite Owner in connection with the transfer of Suites;

6.1.4 Manage and dispose of the Suites Trust property as if the Suites Trustees were the absolute owners thereof, and do any and all acts, including the execution of any instruments, which shall be in their judgment for the best interest of the Suite Owners;

6.1.5 Own, convey, encumber, and otherwise deal with the Suites Trust property, including, without limitation, Suites conveyed to them or purchased by them as the result of enforcement of the lien for common expenses, and any right of first refusal or first offer, or otherwise, for cash or on credit, and on such terms and subject to such restrictions and agreements as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Suites Trust property conveyed by them;

6.1.6 Purchase or otherwise acquire title to, and rent, lease, or hire from others, for terms that may extend beyond the termination of this Declaration of Trust, any real or personal

property or rights to such property, and own, manage, use, and hold such property and such rights;

6.1.7 Borrow or in any other manner raise such sums of money or other property as they shall deem advisable, in any manner and on any terms, and evidence the same by notes, bonds, securities, or other evidence of indebtedness, which may mature at a time which may extend beyond the termination of this Declaration of Trust, and execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

6.1.8 Enter into any arrangement for the use or occupancy of the Suites Trust property, or any part thereof, including, without limitation, leases, subleases, permits, easements, licenses, 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 termination of this Declaration of Trust;

6.1.9 Invest and reinvest the Suites Trust property or any part thereof, and, from time to time, change investments, including the power to invest in all types of securities and other property, as they determine to be 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;

6.1.10 Incur such liabilities, obligations, and expenses, and pay from the principal or the income of the Suites Trust property all sums as they shall deem necessary or proper for the furtherance of the purposes of this Declaration of Trust. Without limitation, provide for payment by the Suites Trust of real estate taxes and other impositions due and payable for the period following the date of recording of the Master Deed that are assessed upon the land and/or improvements included within the Suites Condominium (instead of upon individual Suites and their proportionate interests in the General Common Elements) or are imposed pursuant to covenants or obligations which run therewith, and assess and collect such amounts as common expenses of the Suites Condominium;

6.1.11 Deposit any funds of the Suites Trust in any bank or trust company, and delegate to any Suites Trustee(s), or to any other person, the power to deposit, withdraw and draw checks on any funds of the Suites Trust;

6.1.12 Employ, appoint, and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants, and counsel (which counsel may be a firm of which one or more of the Suites Trustees are members) as they shall deem proper, for the purchase, sale, or management of the Suites Trust property, or any part(s) thereof, or for conducting the business of the Suites Trust, and to define their respective duties and fix and pay their compensation. The Suites Trustees shall not be answerable for the acts and defaults of any such person. The Suites Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary power, except that the power to join in amending or terminating this Declaration of Trust and the Trust hereby created and any other powers specified herein to be non-delegable shall not be delegated) all for such times and purposes as they shall deem proper.

Without hereby limiting the generality of the foregoing, the Suites Trustees, at least as often as annually, may (but are not obligated to) designate from their members a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time

designate one or more of their own members to be the "Managing Suites Trustee(s)" for the management and administration of any property and the business of the Hotel Trust;

6.1.13 Obtain and maintain casualty, liability and other insurance pursuant to the provision of this Declaration of Trust;

6.1.14 Make repairs, additions and improvements to, or alterations and/or replacements of, the General Common Elements and the Suites Trust property, in accordance with the provisions of this Declaration of Trust, as required for maintenance or renovation or after damage or destruction by casualty or as a result of eminent domain proceedings;

6.1.15 Determine whether and to what extent (i) all sums of money and other things of value received by them shall be accounted for as principal or as income, (ii) charges or expenses paid by them shall be charged against principal or against income, including, without limitation, the apportionment of any receipt or expense between principal and income, and (iii) any portion 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;

6.1.16 Vote in such manner as they shall think fit any shares in any corporation or trust that shall be comprised of the Suites Trust property, and give proxies to any person(s) or to any other Suites Trustee(s), to vote, waive any notice, or otherwise act in respect of any such shares;

6.1.17 Maintain such places of business as they shall deem necessary or proper and to engage in business in the Commonwealth of Massachusetts or elsewhere;

6.1.18 Provide and contract for maintenance, repair, cleaning, and other services to owners of Suites in the Suites Condominium;

6.1.19 Enter and have access into Suites as reasonably necessary to the performance and exercise of the duties, obligations, rights, and powers of the Suites Trustees under this Declaration of Trust;

6.1.20 Make improvements to the General Common Elements as provided in Section 6.5.1;

6.1.21 Generally, in all matters not otherwise specified, control and do any and all acts necessary, suitable, convenient or proper for the accomplishment of the purposes of the Hotel Trust or incidental to the powers set forth herein or in Chapter 183A.

6.1.22 If the Suites Trustees deem it desirable that the Hotel Trustees perform any of the foregoing functions on behalf of the Suites Trustees, the Suites Trustees may request from time to time that the Hotel Trustees perform such functions, in which event the provisions of these By-Laws related to the powers and duties of the Suites Trustees related to such functions shall apply to the Hotel Trustees mutatis mutandis. Notwithstanding the foregoing, unless and until the Suites Trustees provide written notice to the Hotel Trustees of the Suites Trustees' election not to have the Hotel Trustees perform such functions, the Suites Trustees shall be deemed to have elected to have the Hotel Trustees perform all of the foregoing functions on their behalf, except for (i) the voting functions set forth in Section 6.1.16, and (ii) the power to join in amending or terminating this Declaration of Trust and the Suites Trust hereby created. Further, the right to enter and have access into Suites as set forth in Section 6.1.19 is non-exclusive, and, to the extent

delegated to the Hotel Trustees hereunder, does not prohibit the Suites Trustees from having such access rights as reasonably necessary to the performance and exercise of the duties, obligations, rights, and powers of the Suites Trustees under this Declaration of Trust.

6.1.23 Act as the agent of the Suite Owners and of the Declarant, in its capacity as the Unit Owner of the Suites Unit, and as a conduit for the payment of certain expenses for the care and maintenance of the Condominium from the Suite Owners to the Hotel Trustees (i.e., in respect of assessments for the Hotel General Common Elements) and/or the Hotel Unit Owner (i.e., in respect of assessments for the various easement areas and Amenities described in Section 6.2.2 of the Hotel Master Deed), as applicable. The Suites Board of Trustees does not have a profit motive.

Section 6.2. Common Expenses, Profits, and Funds.

6.2.1 Reserve Fund. The Suites Trustees may establish and maintain a Reserve Fund with respect to the operation, management, maintenance and repair of the General Common Elements on behalf of all Suite Owners.

The contribution to the Reserve Fund attributable and assessed to each Suite shall be determined by the Suites Trustees (i) with respect to assessments related to General Common Elements, in accordance with the respective percentage of beneficial interest of such Suite in the General Common Elements, as set forth in Exhibit B of the Master Deed, as the same may be adjusted from time to time as permitted under the Master Deed and herein; (ii) with respect to assessments related to General Common Elements which are subject to an exclusive easement in favor of a Suite Owner to that Suite Owner having an exclusive easement to such General Common Element; and (iii) with respect to expenses otherwise addressed in Section 7.1.2(2) of the Master Deed, as set forth in Section 7.1.2(2) of the Master Deed.

Such contributions to the Reserve Fund by Suite Owners shall not be considered as advance payment of the common expense charges referred to below. In addition, the Suites Trustees may, to such extent as they reasonably deem advisable, set aside common funds of the Suites Condominium to be included in such Reserve Fund for use in reduction of indebtedness or any other lawful purpose. The funds in the Reserve Fund shall not be deemed to be common profits available for distribution to Suite Owners, other than upon the termination of the Suites Condominium and removal from the provisions of Chapter 183A.

The Reserve Fund shall be used for unforeseen expenditures on account of or for acquisition of additional equipment or services which are part of the General Common Elements and for maintenance, repairs, and replacement of any of those items in the General Common Elements that must be replaced on a periodic basis, all at the reasonable discretion of the Suites Trustees.

The Suites Trustees may also establish one or more working capital or operating funds for the Suites Condominium.

6.2.2 Community Benefits Fund. As set forth in Section 6.2.2 of the Hotel Trust, the Hotel Trustees shall establish and maintain a Community Benefits Fund, to be used for contributions to for the benefit of the Martha's Vineyard and Edgartown community, on behalf of all Unit Owners, all at the reasonable discretion of the Hotel Trustees.

In connection with, and as a condition precedent to, the first Suite Sale Closing in respect of any Suite, the applicable Suite Owner shall be assessed for a payment (each a "**Community Benefits Fund Contribution**") in an amount equal to one-quarter percent (.25%) of the purchase price for such Suite (prior to adjustments). In connection with, and as a condition precedent to, any subsequent Suite Sale Closing in respect of such Suite, the applicable Suite Owner shall be assessed a Community Benefits Fund Contribution in an amount equal to one-half percent (.5%) of the purchase price for such Suite (prior to adjustments). All such amounts shall be payable to the Community Benefits Fund on or before the date of consummation of the applicable Suite Sale Closing, and shall be subject to modification by the Hotel Trustees in their sole discretion.

Such contributions to the Community Benefits Fund by Suite Owners shall not be considered as advance payment of the common expense charges referred to below. The funds in the Community Benefits Fund shall not be deemed to be common profits available for distribution to Suite Owners, other than upon the termination of the Hotel Condominium and removal from the provisions of Chapter 183A.

The failure of a Suite Owner to pay a Community Benefits Fund Contribution shall be considered failure to pay an assessment for all purposes. Accordingly, no Certificate shall be issued by the Suites Trustees under G.L. c. 183A Section 6D in connection with the transfer of a Suite until the Community Benefits Fund Contribution has been paid.

6.2.3 Liability for Common Expenses. The Suite Owners shall be liable for common expenses, in addition to contributions to the Reserve Fund, and entitled to common profits of the Suites Condominium. Such liability and entitlement shall be as provided in the Master Deed and in Chapter 183A, Sections 6 and 13, and shall be: (i) with respect to the General Common Elements not subject to an exclusive easement for the benefit of a Suite Owner, in proportion to their beneficial interest as set forth in Exhibit B of the Master Deed; or (ii) with respect to those General Common Elements which are subject to an exclusive easement for the benefit of a Suite Owner, to that Suite Owner having the exclusive easement in the General Common Elements. The common expenses shall include adequate reserve funds for maintenance, repairs, and replacement of any of those items in the General Common Elements that must be replaced on a periodic basis, which shall be payable in regular installments rather than by special assessments.

6.2.4 Budget and Payment of Common Expenses. At least thirty (30) days prior to the commencement of each fiscal year (which shall be the calendar year) of this Suites Trust, the Suites Trustees shall estimate the common 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 common profits from prior years, shall determine the assessment(s) to be made for such fiscal year. Such estimates shall be done separately for (i) assessments of the Suites Unit pursuant to the Hotel Master Deed for Hotel General Common Elements, which in turn shall be assessed to the Suite Owners as a common expense hereunder, and (ii) the General Common Elements which are not also part of the Hotel General Common Elements. Such statements shall, unless otherwise determined by the Suites Trustees as provided therein, be due and payable within thirty (30) days after the same are rendered. In the event that the Suites Trustees shall determine at any time during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Suites Trustees, likely to be incurred, the Suites Trustees may make one or more supplemental assessment(s) and render statements to the Suite Owners for such assessment(s) in the same manner as is done for annual assessments. The Suites Trustees shall, insofar as feasible, provide for payments of statements in periodic, substantially equal installments, which shall be payable on the first day of

each period, but may in their discretion, after reasonable notice to the Suite Owners, require that payments of statements shall be made in other installments.

6.2.5 Failure to Pay Assessments. The amount of any such statement shall be a personal liability of each Suite Owner, and jointly and severally among the owners of each Suite. In the event any Suite Owner fails to make prompt payment of any of such Suite Owner's common expenses when due, such Suite Owner shall (unless such obligation is modified or waived by the Hotel Trustees, in their sole discretion) be obligated to pay (i) a late charge equal to one percent (1%) of such amounts that remain unpaid for more than ten (10) days after their due date; (ii) interest at an annual rate, determined daily and compounded monthly, equal to the sum of the Base Rate and five hundred (500) basis points (but not to exceed nineteen percent (19%) per annum), on such unpaid common expenses computed from the due date thereof until paid; and (iii) all expenses, including, without limitation, attorneys' fees incurred in any proceeding to collect such unpaid common expenses or in any action to enforce the lien on such Suite arising from such unpaid common expenses. The amount of such statement assessed pursuant to the provisions of this paragraph together with all of the foregoing shall be secured by a lien on the Suite of the Suite Owner under Chapter 183A, Section 6.

If the lien on a Suite because of unpaid common expenses shall be foreclosed in an action brought by the Suites Trustees, then the Suite Owner shall be required to pay a reasonable rental for the use of such Suite for such period as the Suite Owner shall continue to use such Suite, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect such rental. The Suites Trustees, acting on behalf of the Suite Owners, shall have the power to purchase such Suite at the foreclosure sale and to hold, lease, mortgage, convey, or otherwise deal with the same, except as otherwise provided in this Suites Trust. A suit to recover a money judgment for unpaid common expenses shall be maintainable without enforcing or waiving the lien securing the unpaid common expense.

No Suite Owner shall be liable for the payment of any part of the common expenses assessed against such Owner's Suite subsequent to the transfer of record title to such Suite by the Suite Owner. Each new Suite Owner, by taking title to the Suite, shall thereby assume and become personally liable for the payment of all unpaid common expenses assessed against such Suite prior to its acquisition by the new Suite Owner. Notwithstanding the foregoing and except to the extent of the priority of the Suites Trusts' lien pursuant to the provisions of Chapter 183A, Section 6(c), a Listed Mortgagee who obtains title to a Suite pursuant to the remedies provided in a mortgage, or by deed in lieu of foreclosure, shall not be liable for the payment of assessments unpaid and due at the time of such acquisition. However, any such unpaid common expenses may be reallocated and assessed by the Suites Trustees as common expenses of the Suites Condominium in accordance with Section 6.2.3.

6.2.6. Expenditure of Common Funds. The Suites Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby, including, without limitation, contributions funded by the Community Benefits Fund, and by Chapter 183A.

Section 6.3. Insurance.

6.3.1 Required Property Insurance. To the extent that insurance carried pursuant to Section 6.3 of the Hotel Trust is not in force and applicable, the Suites Trustees shall obtain and maintain the following insurance:

The Suites Trustees shall obtain and maintain, to the extent obtainable, master policies of "all risk" or "special perils" insurance, insuring the Suites Condominium, including, without limitation, the buildings and all other insurable improvements forming part of the General Common Elements and the Suites, including any elevators, central heating and air conditioning facilities and equipment, and other service machinery, apparatus, equipment and installations and other portions of the General Common Elements and the Suites as are for insurance purposes normally deemed to constitute part of the real property (the "Condominium Insured Property"), but not including any fixtures, furniture, furnishings, carpeting, drapes or other personal property of the Suite Owners, or improvements and betterments (such as tenant improvements) within a Suite (other than as set forth in this paragraph above). Each Suite Owner will from time to time supply to the Suites Trustees such information as the Suites Trustees reasonably request in connection with the placement and maintenance of such insurance.

Such insurance (i) shall be maintained in an amount equal to not less than one hundred percent (100%) of the full replacement value of the insured property (exclusive of land, foundations and other items normally excluded from such coverage), as determined by the Suites Trustees, who shall review such value not less frequently than on the renewal date of the policy; (ii) shall contain an "agreed amount" endorsement, if necessary to avoid coinsurance penalties; (iii) shall insure against (a) loss or damage by fire and other hazards covered by the standard "special perils coverage" (or the then successor equivalent) endorsement, and (b) such other hazards or risks as are in kinds and amounts commonly and reasonably required by private institutional mortgage lenders for projects similar in construction, location and use, or as the Suites Trustees from time to time in their discretion shall determine to be appropriate, which may include, but may not be limited to, vandalism, malicious mischief, windstorm, water damage, flood and earthquake, machinery explosion or damage, and Law and Ordinance coverage; (iv) if and so long as there is a steam boiler in operation in connection with the Suites Condominium, shall include comprehensive boiler and machinery insurance in an amount sufficient to cover boilers, machinery and other such equipment as well as any business interruption exposures of the Suites Condominium related to this equipment. If "all risk" or "special perils" property insurance and comprehensive boiler and machinery are written as separate policies, a "joint loss agreement" shall be attached to each policy; (v) if the Suites Condominium is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, coverage shall include flood insurance on the Suites Condominium in the amount available through the National Flood program or such higher limits as are commercially available and desired by the Suites Trustees (vi) shall include the standard mortgagee clause commonly accepted by private institutional mortgage lenders for projects similar in construction, location and use; and (vii) shall include such other coverage, endorsements and waivers, if any, reasonably available in the form of standard so-called "special condominium" and "inflation guard" endorsements.

Such insurance may provide for reasonable deductible amounts, as determined by the Suites Trustees in their reasonable discretion. In the event of any loss that relates solely to the General Common Elements, such deductible amount will be a common expense of the Suites Trust. In the event of any loss covered by such insurance that relates in whole or in part to insurable improvements forming part of a Suite or General Common Elements subject to an exclusive easement for the benefit of a Suite, the Suites Trustees may assess to the applicable Suite Owner, as an additional special assessment, all or part of such deductible amount, in an amount directly proportional to the amount of such loss related to such Unit improvements or appurtenant rights or such exclusive easement in a General Common Element, as applicable.

Such insurance shall name the Suites Trustees as the named insureds for the benefit of all the Suite Owners and their Listed Mortgagees, pursuant to such standard condominium property endorsements as may from time to time be customarily used in the Commonwealth of Massachusetts, with loss payable to and adjusted by the Hotel Trustees and the Suites Trustees in accordance with the provisions of this Declaration of Trust. The Hotel Trustee shall be the "Insurance Trustees" in all cases; provided, however, that to the extent that insurance carried pursuant to Section 6.3 of the Hotel Trust is not in force and applicable, the Suites Trustees shall be the "Insurance Trustees" with respect to damage which does not affect the Hotel Unit or any of the Hotel General Common Elements.

6.3.2 Requirements of Property Insurance Policies. All policies of property insurance, insofar as obtainable, shall provide: (i) that such policies may not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to the insureds, and to Listed Mortgagees of Suites to whom certificates of insurance have been issued; (ii) that, notwithstanding any provisions of such policy that give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Suites Trustees or if in conflict with the terms of Chapter 183A, the Master Deed, this Declaration of Trust or the Hotel Documents; (iii) that the insurance company waives any right of subrogation (except claims involving arson or fraud) against the Hotel Trustees, Suites Trustees, the Unit Owners, Suite Owners, and their respective employees, agents, managers, occupants, tenants and guests; (iv) that the insurance shall not be prejudiced by an act or negligence of any Unit Owner, Suite Owner, or any other person or firm (including employees and agents of the Suites Trustees).

6.3.3 Other Insurance Requirements. To the extent that insurance carried pursuant to Section 6.3 of the Hotel Trust is not in force and applicable, the Suites Trustees shall obtain and maintain the following insurance:

The Suites Trustees shall obtain and maintain, or cause to be obtained and maintained, policies of insurance for the use, benefit and protection of the Suites Trustees, any managing agent of the Suites Condominium, all of the Suite Owners, and their respective agents and employees, for the following types of insurance:

(i) commercial general liability (subject to appropriate deductible amounts) in such amounts as the Hotel Trustees may, from time to time, determine, but at least in the amount of \$1,000,000 (in 2012 dollars) per occurrence with a \$2,000,000 general aggregate for bodily and personal injury (including death) and property damage, including contractual liability coverage and products and completed operations coverage, covering the Suites Trust, the Suites Trustees, any managing agent or other employees of the Suites Trust, and each Suite Owner with respect to the General Common Elements and the Units, such insurance to provide for cross liability coverage with respect to liability claims of any insured thereunder against any other insured thereunder. Such insurance policy shall: (a) contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of any insured because of negligent acts of the Suites Trustees or other Suite Owners or insureds; (b) provide that the policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to the insureds, and to Listed Mortgagees of Suites to whom certificates of insurance have been issued; and (c) include all other coverage in the kinds and amounts commonly required by private institutional mortgage lenders for projects similar in construction, location and use;

(ii) umbrella liability insurance in the minimum amount of at least \$100,000,000 per occurrence or in such greater limits as the Suites Trustees may from time to time determine;

- (iii) a fidelity bond covering all officers, directors, Suites Trustees, and employees of this Suites Trust, and every management agent appointed by the Suites Trustees, naming the Suites Trust and any management agent of the Suites Condominium as the named insureds. The fidelity bond shall provide for coverage in an amount which the Suites Trustees determine to be adequate, but in no event less than the amount of funds (including the Reserve Fund) estimated by the Suites Trustees to be in the custody of the Suites Trustees and/or manager at any given time. Such employee dishonesty coverage shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee";
- (iv) worker's compensation and employers' liability with respect to any manager, agent or other employee of the Suites Trust, but excluding any independent agent or manager;
- (v) so-called "directors' and officers'" liability in a minimum amount of \$5,000,000;
- (vi) during any period when any repair or reconstruction of the Suites Condominium is taking place pursuant to Section 6.4 or any alteration of Suites is taking place pursuant to Section 10.1 of the Master Deed and the insurance carried under Section 6.3.1 would not be applicable, builder's risk insurance on the Suites Condominium, with the inclusions and exclusions meeting the requirements of Section 6.3.1, in completed value form against all risks of physical loss specified in Section 6.3.1 in amounts not less than specified in Section 6.3.1;
- (vii) insurance for such other risks as the Suites Trustees determine to be appropriate;
- (viii) such other insurance as may be reasonably required by the mortgagees of Suite Owners, at such Suite Owner's cost and expense.

6.3.4 General Requirements. Subject to the requirements of applicable insurance and other law, all insurance maintained under this Section 6.3 shall, to the extent obtainable, be in such amounts and forms as the Suites Trustees shall in their discretion deem appropriate, and be carried with reputable insurance companies (satisfying in all material respects applicable customary and reasonable requirements of private institutional mortgage lenders for projects similar in construction, location and use) qualified to do business in the Commonwealth of Massachusetts with an A.M. Best rating of A-VIII or better. All liability insurance policies shall name the Suites Trustees, the Suite Owners, and their Listed Mortgagees as named or additional insureds as applicable and appropriate. The Suites Trustees shall not be liable for failure to obtain any of the coverages required by this Section 6.3 or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable, qualified insurance companies, or if such coverages are so available only at demonstrably unreasonable cost. Certificates evidencing all or any portion of the insurance carried pursuant to this Section 6.3, with such proper mortgagee endorsements as may be requested, shall be furnished to any Suite Owner or Listed Mortgagee requesting to be furnished with such certificate.

6.3.5 Cost of Insurance a Common Expense. The cost of all insurance obtained and maintained by the Suites Trustees pursuant to this Section 6.3 shall be a common expense, and shall be borne as set forth in the Master Deed.

6.3.6 Insurance to be Maintained by Suite Owners. Each Suite Owner shall be solely responsible for insuring those contents of such Suite Owner's Suite that are not as a matter of law part of the real property comprising such Suite, for the full replacement value, covering the Suite,

the appliances, fixtures, furniture, wallcoverings, floorcoverings, furnishings, as well as any improvements, betterments and additions (including tenant improvements) made to the Suite by such Suite Owner (under coverage normally called "improvements and betterments coverage"). Each Suite Owner shall procure and maintain with insurance companies with an A.M. Best rating of A-VIII or better a minimum of: (a) commercial general liability insurance against claims for bodily injury, death or property damage occurring or, in or about their Units with a combined single limit for each occurrence in customary amounts reasonably satisfactory to the Suites Trustees, but at least in the amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate for bodily and personal injury (including death) and property damage, including contractual liability coverage and products and completed operations coverage; (b) Worker's Compensation Insurance as may be required under applicable law, and (c) employer's liability insurance as may be required under applicable law, and in such amounts as are customarily obtained by operators of comparable businesses. All liability insurance policies carried by the Suite Owners shall name the Hotel Trustees, the Suites Trustees, the Declarant, the Hotel Unit Owner, Harbor View Resort Real Estate, LLC and Scout Harbor View Management, LLC as additional insureds.

If any loss intended to be covered by insurance carried by the Suites Trustees shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Suite Owner (or any tenant, subtenant or occupant of a Suite), such Suite Owner (or tenant, subtenant or occupant of a Suite), shall without limiting or prejudicing any other remedies of the Suites Trustees assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Suites Trustees for application to the same purposes as the reduced proceeds are to be applied.

6.3.7 Insurance Review. All insurance requirements and coverage limitations set forth in this Section 6.3 shall be subject to periodic review and adjustment by the Suites Trustees to correspond to the types and limits of insurance typically carried by prudent owners of properties similar to the Suites Condominium.

Section 6.4. Casualty and Condemnation.

The provisions of this Section 6.4 shall govern as to any rebuilding of the Condominium Insured Property or any portion thereof made necessary by fire or other casualty loss, the making of improvements and the allocation of the costs of such rebuilding or improvements, and the removal of this Condominium or portions thereof from Chapter 183A, subject in all events to the provisions of the Master Deed.

6.4.1 Trustee Authority. The Insurance Trustees as provided above shall have exclusive authority to negotiate, collect and receive all casualty loss insurance proceeds and any award or settlement proceeds resulting from any governmental taking or condemnation, and shall hold, use, apply and disburse the same in accordance with applicable provisions of this Section 6.4. With respect to losses covered by such insurance or resulting from any governmental taking or condemnation that affect portions or elements of a Suite, or of more than one Suite, to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Insurance Trustees in a fair and equitable manner.

6.4.2 Casualty.

(i) In the event of any damage to or destruction of the Suites Condominium as a result of fire or other casualty which does not affect the Hotel Unit and does not affect the Hotel General Common Elements, the Suites Trustees shall notify all Suite Owners of any damage to or

destruction of any of the Condominium Insured Property as a result of fire or other casualty, and whether, in their determination, such loss exceeds ten percent (10%) of the Condominium Insured Property prior to such casualty. If such loss as so determined does not exceed ten percent (10%) of such value, the Suites Trustees shall proceed with the necessary repairs, rebuilding, or restoration of the Condominium Insured Property using common funds in the manner provided in Chapter 183A Section 17, and in accordance with this Declaration of Trust.

If such loss as so determined exceeds ten percent (10%) of the value of the Condominium Insured Property prior to the casualty, the Suites Trustees shall promptly submit to all Suite Owners a form of agreement (which may be in several counterparts) for execution by such Suite Owners authorizing the Suites Trustees to proceed with the necessary repair, rebuilding, or restoration. If the agreement is executed by Suite Owners holding at least seventy-five percent (75%) of the beneficial interest in the General Common Elements, the Suites Trustees shall proceed with the necessary repair, rebuilding or restoration as specified in such agreement, charging all Suite Owners in proportion to the respective replacement values of the Units.

With respect to any casualty loss which exceeds ten percent (10%) of the value of the Condominium Insured Property prior to such casualty, each Suite Owner (the "Covenanting Owner") hereby votes, and covenants and agrees with and for the benefit of the other Suite Owners (the "Other Owners") to vote at any meeting of Suite Owners in favor of repair or restoration of any casualty loss to any portion of the Suites Condominium if:

(a) the cost of restoration will not exceed (x) (i) the amount of insurance proceeds available for restoration plus (ii) an amount equal to two hundred percent (200%) of the Reserve Fund, plus (y) any amounts which the Suite Owners may agree to contribute to the restoration by more than twenty percent (20%) of the most recent appraisal of the full replacement cost of the Condominium Insured Property; and

(b) any damage to the portions of the Suite of the Covenanting Owner required to be insured by the Suites Condominium under such master policy of property insurance can reasonably be expected to be repaired or restored within two (2) years from the time such repair or restoration work is commenced.

In the event that the agreement described above is not executed by Suite Owners holding at least seventy-five percent (75%) of the beneficial interest in the General Common Elements, the Suites Condominium shall be subject to partition at the suit of any Suite Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of any partition sale together with the Reserve Funds of the Suites Condominium shall be divided in proportion to the respective replacement values of the Suites. However, no payment shall be made to a Suite Owner until there has been first paid out of its share of such funds such amounts as may be necessary to discharge or reduce all unpaid liens on such Suite. Upon such partition sale, the Suites Condominium shall be deemed removed from the provisions of Chapter 183A.

In the event that the agreement described above is executed by Suite Owners holding at least seventy-five percent (75%) of the beneficial interest in the General Common Elements, any Suite Owner that did not execute such agreement may file suit in the Dukes County Superior Court for an order directing the purchase of the Suite of such Suite Owner by the Suites Trustees at the fair market value thereof, as approved by such Court. The cost of any such purchase required by the Court shall be a common expense of the Suites Condominium.

(ii) In the event of any damage to or destruction of the Suites Condominium as a result of fire or other casualty which also affects the Hotel Unit or the Hotel General Common Elements, the provisions of Section 6.4.1 of the Hotel Trust shall govern repair and restoration. In such cases the Suites Trustees shall call a special meeting of the Suite Owners for the purpose of instructing the Suites Trustees how to vote pursuant to Section 6.4.1 of the Hotel Trust. A vote of the Suite Owners holding at least seventy-five percent (75%) of the beneficial interest in the General Common Elements shall be required to direct the Suites Trustees to vote in favor of repair and restoration with respect to a loss which exceeds ten percent (10%) of the value of the Condominium Insured Property.

6.4.3 Cost of Repair or Restoration After Casualty.

(i) With respect to any casualty governed by Section 6.4.2(i) above, all insurance proceeds paid to the Suites Trustees on account of any casualty, net of the expenses of collection thereof, shall be first applied to the repair or restoration of the loss. In the event that the total cost of repair or restoration of the Condominium Insured Property, as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds (but Suite Owners holding at least 75 percent (75%) of the beneficial interest in the General Common Elements have agreed to rebuild), the Suites Trustees shall assess the Suite Owners as a common expense in proportion to the respective replacement values of the Suites the amount estimated to repair or restore in excess of the available insurance proceeds. If there shall be a repair or restoration pursuant to the foregoing and the amount of the available insurance proceeds exceeds the cost of such repair or restoration, such excess shall be divided among all Suite Owners by the Suites Trustees in proportion to the respective replacement values of the Suites.

(ii) With respect to any casualty governed by Section 6.4.2(ii) above, the cost of repair or restoration after casualty shall be governed by Section 6.4.2 of the Hotel Trust.

6.4.4 Condemnation. As provided in Section 6.4.4 of the Hotel Trust, in the event of a taking by eminent domain of all or any portion of the Condominium Insured Property, the Hotel Trustees shall represent the Suites Trustees, the Unit Owners and all of the Suite Owners in an action to recover all awards with respect to the same. Unless all of the Unit Owners (including the Suites Trustees) agree that repair or restoration of the loss shall not be undertaken, the "net proceeds" of the awards shall be held by the Hotel Trustees and first applied to repair or restoration of the Condominium Insured Property to as nearly their condition prior to the taking as may be feasible and in the same manner as provided in Section 6.4.3 of the Hotel Trust for disbursement of proceeds of insurance policies in the event of a casualty. "Net proceeds" shall mean those proceeds remaining after deducting: (a) related fees and expenses; and (b) the portions of the awards attributable in the taking proceedings (or failing such attribution as may be attributable by the Hotel Trustees), to Units totally taken or partially taken and not economically feasible to restore.

If the Unit Owners (including the Suites Trustees) holding at least 75 percent (75%) of the beneficial interest in the Hotel General Common Elements determine that repair or restoration of a loss pursuant to a condemnation shall not be undertaken, the Hotel Condominium shall be subject to partition at the suit of any Unit Owner (including the Suites Trustees). Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to repair or restore is filed. The net proceeds of all condemnation awards and of the partition sale, together with any Reserve Funds of the Hotel Condominium, shall be divided in proportion to the respective replacement values of the Units, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of funds such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit. Upon such sale, the Hotel Condominium shall be removed from Chapter 183A.

In such cases, the Suites Trustees shall call a special meeting of the Suite Owners for the purpose of instructing the Suites Trustees how to vote pursuant to Section 6.4.3 of the Hotel Trust. A vote of Suite Owners holding at least seventy-five percent (75%) of the beneficial interest in the General Common Elements shall be required to direct the Suites Trustees to vote in favor of repair and restoration.

6.4.5 Cost of Repair or Restoration After Condemnation. As provided in Section 6.4.5 of the Hotel Trust, in the event that the total cost of repair or restoration of the Condominium Insured Property, as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available condemnation proceeds, the Hotel Trustees shall assess the Unit Owners as a common expense in proportion to the respective replacement values of the Units, the amount estimated to repair or restore in excess of the available condemnation proceeds. If there shall be a repair or restoration pursuant to the foregoing and the amount of the available condemnation proceeds exceeds the cost of such repair or restoration, such excess shall be divided among all Unit Owners by the Hotel Trustees in proportion to the respective replacement values of the Units. The portion of such excess paid to the Suites Condominium shall be added to the Reserve Fund, or, at the option of the Suites Trustees, divided among all the Suite Owners in proportion to their respective interests in the General Common Elements.

Notwithstanding the foregoing, if the loss to the Suites shall not be in the same relative proportions as the percentage interests of the Suite Owners in the General Common Elements, the Suites Trustees shall distribute any such excess funds, and charge any excess expenses, in such proportions as are just and equitable, and such readjustments shall thereafter be made in such interests of the Suite Owners or in the allocation of common expenses or both as are just and equitable. Following any taking which reduces the number of Suites, the Suites Condominium and the Suites Trustees shall continue subject to and with the benefit of all the provisions of the Suites Condominium Documents, as so far as the same are applicable to the remaining Suites, and the interests of the Suite Owners shall be apportioned in the same relative proportion with respect to the remaining Suites as existed among the remaining Suites prior to the taking, except as readjusted under the preceding provisions.

6.4.6 Awards for Unit Owners' Property and Relocation Allowances. Where all or part of the Suites Condominium is taken by eminent domain, each Suite Owner shall have the exclusive right to claim all of the award made with respect to its individual property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation of a displaced business concern or residence.

6.4.7 General Provisions. With respect to any damage to or destruction of the Suites Condominium as a result of fire or other casualty which does not affect the Hotel Unit and does not affect the Hotel General Common Elements, the Suites Trustees may perform emergency work essential to the preservation and safety of the Suites Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Suites Condominium, without either they or the Hotel Trustees, as applicable, having first adjusted the loss or obtained proceeds of insurance, or prosecuted the proceedings for the taking awards or obtained the awards.

Whenever the Suites Trustees deem it appropriate, the Suites Trustees may retain a registered architect or registered engineer to supervise the work of restoration. No sums shall be paid by the Suites Trustees on account of such restoration except upon certification to it by such architect or engineer that: (i) the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications, and (ii) the estimated total cost of completion of the restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of available insurance proceeds or of taking awards proceeds augmented by funds obtained by any assessment(s) levied or chargeable to the Suite Owners as a common expense.

6.4.8 Partition. If the Hotel Condominium is partitioned pursuant to Section 6.4.2 or 6.4.4 of the Hotel Trust, the proceeds of all casualty or condemnation awards and of the partition sale distributed to the Suites Trustees pursuant to such provisions shall be distributed to Suite Owners in proportion to their respective beneficial interest in the General Common Elements, provided, however, that no payment shall be made to a Suite Owner until there has first been paid out of its share such funds such amounts as may be necessary to discharge or reduce amounts owed for common assessments or to any Listed Mortgagee holding a mortgage on such Suite.

Section 6.5. Improvements to General Common Elements.

If the Suites Trustees propose to make any improvements to any of the General Common Elements (other than those General Common Elements which are also part of the Hotel General Common Elements, which shall be governed by the Hotel Trust) or the Suites Trustees shall be requested in writing to make any such improvements by the Suite Owners holding 75 percent (75%) or more of the beneficial interest in the General Common Elements, the Suites Trustees shall submit to all Suite Owners a form of agreement specifying the proposed improvements and their estimated cost, and authorizing the Suites Trustees to proceed to make such improvements.

Upon the earlier of (a) the receipt by the Suites Trustees of such agreement signed by Suite Owners holding seventy-five percent (75%) or more of the beneficial interest in the General Common Elements, or (b) the expiration of ninety (90) days after such agreement was first submitted in accordance with the above paragraph, the Suites Trustees shall notify all Suite Owners of the aggregate percentage of such beneficial interest held by such Suite Owners who have then signed such agreement. If such percentage is or exceeds seventy-five percent (75%), the Suites Trustees shall proceed to make the improvements specified in such agreement, and shall charge the costs of such improvements to all of the applicable Suite Owners in the percentages set forth in the applicable section of Exhibit B to the Master Deed. If such percentage is or exceeds fifty percent (50%) but is less than seventy-five percent (75%), the Suites Trustees shall resubmit the form agreement to those Suite Owners who originally assented thereto; if the agreement is then signed by Suite Owners holding fifty percent (50%) or more of the beneficial interest in the General Common Elements, within ninety (90) days after such agreement was resubmitted, the Suites Trustees shall proceed to make such improvements and shall charge the same only to each Suite Owner so consenting in the percentages set forth in the applicable section of Exhibit B to the Master Deed.

Section 6.6. Suite Mortgagees.

6.6.1 Notice to Suites Trustees. A Suite Owner who mortgages a Suite to a Mortgagee, and the Mortgagee, shall each notify the Suites Trustees of the name and address of (and any changes to) such Mortgagee. The Suites Trustees shall list and maintain such information in a separate book. For the purposes of notices which may be given to the Suites Trustees and other insureds by any insurance carrier, the Suites Trustees shall notify the Suites Trustees' insurance agent placing insurance for the benefit of Suite Owners of the names and addresses of all Listed Mortgagees. All provisions in this Declaration of Trust and in the Master Deed calling for notice to be given to (or for consent to be obtained from) Listed Mortgagees shall relate to and require only the giving by United States mail (postage prepaid) of such notice to (and obtaining such consent from) Listed Mortgagees.

6.6.2 Notice to Mortgagees. The Suites Trustees hereby notify all Suite Owners and all Mortgagees that, until further written notice to the contrary, the Suites Trust hereby created shall be known as "Harbor View Suites Condominium Trust" and shall have a mailing address at

c/o Scout Harbor View Suites, LLC, 131 North Water Street, Edgartown, MA 02539. In accordance Chapter 183A, Section 4, the Suites Trustees will notify each Listed Mortgagee of any change to the foregoing. All notices sent or required to be sent to the Suites Trust under the provisions of this Declaration of Trust, the Master Deed or Chapter 183A shall be sent to the Suites Trust at the foregoing address, as the same may be changed by notice from time to time in accordance with the foregoing and Chapter 183A. Whenever so requested by a Listed Mortgagee, the Suites Trustees shall promptly provide to such Listed Mortgagee written notification of:

- (i) any then unpaid common charges due from, or any other default by, the Suite Owner of the mortgaged Suite if any such default is not cured within sixty (60) days of notice of such default to the Suite Owner (or such shorter cure period as may otherwise be provided for in the Suites Condominium Documents);
- (ii) any condemnation or casualty loss that affects a material portion of the Hotel Condominium (to the extent the Suites Trustees have been so notified by the Hotel Trustees), the Suites Condominium, or any Suite on which there is a mortgage held by such Listed Mortgagee;
- (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Hotel Trust (to the extent the Suites Trustees have been so notified by the Hotel Trustees), and/or the Suites Trust;
- (iv) any proposed action that would, under the provisions of this Declaration of Trust or Chapter 183A, expressly require the prior written consent or approval of a specified percentage of Mortgagees or of such Mortgagee in particular, including the granting of an easement or other interest or the granting or designation of an exclusive common area or the taking of other action by the Hotel Trustees as provided in Chapter 183A Section 5(b)(2);
- (v) all meetings of Suite Owners; and/or
- (vi) any matter for which notice is required to be given to the Suites Unit which forms a part of the Hotel Condominium under the terms of the Hotel Documents (to the extent the Suites Trustees have been so notified by the Hotel Trustees).

6.6.3 Liens. All taxes, assessments and charges that may become liens prior to a mortgage held by a Listed Mortgagee on a Suite under local law shall relate only to the individual Suite and not to the Suites Condominium as a whole. Any lien in favor of the Suites Trust for common expense assessments or other charges against any Suite shall be subordinated to the lien of any mortgage held by a Listed Mortgagee encumbering such Suite, except to the extent of the limited priority lien provided for in Chapter 183A, Section 6(c).

6.6.4 Priority Rights. No Suite Owner or any other party shall have a priority over any rights of a Mortgagee of a Suite pursuant to its mortgage in the case of a distribution to such Suite Owner of insurance proceeds or condemnation awards.

Section 6.7. Rules and Regulations; Enforcement.

The Suites Trustees may from time to time adopt, amend and rescind, in accordance with the applicable provisions of Article 8, reasonable rules and regulations governing the operation and use of the General Common Elements and such restrictions on and requirements respecting the use and maintenance of the Suites and the use of the General Common Elements as are

consistent with the Hotel Documents and Suites Condominium Documents and are designed to prevent unreasonable interference with the use by Unit Owners of their Units and by the Suite Owners of their Suites and the common elements of the same. The Rules and Regulations are intended to be considered bylaws and shall be amended only in accordance with the procedures governing amendment of these bylaws. The initial Rules and Regulations are set forth in Exhibit A annexed hereto

The Suites Trustees shall further have the non-delegable right to adopt, amend, and rescind administrative rules and regulations governing the details of the operation and use of the General Common Elements, provided the same are consistent with the Master Deed, this Trust and the Hotel Documents.

The Suites Trustees shall administer the Rules and Regulations uniformly.

The Rules and Regulations, the administrative rules and regulations of the Suites Trustees, the provisions of the Master Deed, this Suites Trust and the Hotel Documents shall be enforced by the Suites Trustees. The cost and expense incurred by the Suites Trustees in eliminating any violation of such provisions shall constitute a common expense. If a violation is caused in whole or in part by any Suite Owner, its agents or invitees, the portion of the cost and expense of eliminating such violation as the Suites Trustees may determine and any reasonable fine which the Suites Trustees may impose for repeated and continuing violations shall be charged to such Suite Owner. Such charge shall constitute a portion of such Suite Owner's common expenses which shall be payable by such Suite Owner upon demand, and shall be enforced and constitute a lien against the Suite in accordance with the provisions of this paragraph and Chapter 183A, Section 6.

Section 6.8. Meetings and Voting.

6.8.1 Meetings and Voting of Suite Owners. There shall be an annual meeting of the Suite Owners on the first Wednesday of June in each year at 12:00 noon (which annual meeting date can be changed by the unanimous consent of the Suite Owners) at the Suites Condominium premises or at such other reasonable place and time as may be designated by the Suites Trustees by written notice given to the Suite Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Suite Owners, the Suites Trustees shall submit reports of the management and finances of the Suites Condominium. Special meetings of the Suite Owners may be called at any time by the Suites Trustees and shall be called by the Suites Trustees upon the written request of a Suite Owner. Written notice of any such special meeting designating the place, day, and hour thereof shall be given by the Suites Trustees to the Suite Owners at least fourteen (14) days prior to the date so designated. So long as all Suites Trustees are Suite Owners, the meetings of the Suites Trustees pursuant to Section 6.7.2 shall satisfy the requirements for meetings of Suite Owners pursuant to this Section 6.7.1.

Each Suite Owner, or a person designated in accordance with Section 5.2 to act as proxy on behalf of such Suite Owner, shall be entitled to cast the votes appurtenant to the Suite of such Suite Owner at all meetings of Suite Owners. Any such designation of proxy may be revoked as provided in Section 5.2 by the designating Suite Owner at any time prior to a meeting at which it is to be used. Each Suite Owner shall be entitled to cast one vote for each one percent of such Suite Owner's percentage beneficial interest in the General Common Elements. At all meetings of Suite Owners, the Declarant shall be entitled to the same voting rights as to Suite(s) owned by Declarant as any other Suite Owner has as to Suites owned by such other Suite Owners.

Except as otherwise provided in this Declaration of Trust, the presence in person or by proxy of Suite Owners holding 51 percent (51%) or more of the beneficial interest in the General Common Elements shall constitute a quorum at all meetings of the Suite Owners, and the vote of 51 percent (51%) or more of the beneficial interests in the General Common Elements shall be binding upon all Suite Owners for all purposes, except where otherwise provided by law, this Declaration of Trust or the Master Deed.

6.8.2 Meetings and Voting of the Suites Trustees. The Suites Trustees shall meet annually on the date of the annual meeting of the Suite Owners and at such meeting may elect such officers as they deem expedient. Other meetings may be called by any Suites Trustee, provided that written notice of each such other meeting stating the place, day, and hour thereof shall be given at least five (5) days before such meeting to the other Suites Trustees. No meeting shall be held unless there is a quorum present which shall consist of not less than three (3) Suites Trustees. If and when the number of Suites Trustees hereunder shall become fewer than such minimum required for a quorum (viz. less than three (3) Suites Trustees), the then remaining Suites Trustee(s) shall only have the powers to fill a vacancy or take action as provided in Section 4.2. The Suites Trustees may act by a majority vote at any duly called meeting at which a quorum is present. In no event shall a majority vote consist of the vote of less than two (2) Suites Trustees. Such meetings shall be conducted in accordance with such rules as the Suites Trustees may adopt.

Any action required or permitted to be taken at any meeting of the Suites Trustees may be taken without a meeting if a majority of the Suites Trustees consent to the action in writing and the written consents are filed with the records of the Suites Trustees. Such consents shall be treated for all purposes as a vote at a meeting.

Section 6.9. Notices to Suite Owners. Except as otherwise provided in this Declaration of Trust, every notice to a Suite Owner that is required or permitted under the provisions of this Declaration of Trust, or that may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written copy of such notice shall be given by one or more of the Suites Trustees to such Suite Owner by delivering such notice to the Suite Owner by hand delivery, or by mailing it, postage prepaid, or by Federal Express or other reputable courier service, and addressed to such Suite Owner at such Suite Owner's address as it appears upon the records of the Suites Trustees, at least ten (10) days prior to the date fixed for such notice. All notices shall be delivered or mailed at least ten (10) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. Whenever at any meeting the Suites Trustees propose to submit to the Suite Owners any matter with respect to which specific approval of, or action by, the Suite Owners is required by law or this Declaration of Trust, the notice of such meeting shall so state and reasonably specify such matter.

Section 6.10. Inspection of Books, Report to Suite Owners. The Suites Trustees shall keep (themselves, or by or through their managing agent) complete books, accounts, and records, including complete financial records including receipts, bank statements, etc. with respect to common expenses, charges and payments, and regular and reserve accounts. Such books, accounts and records shall be open to inspection by the Suites Trustees, the Suite Owners and/or Listed Mortgagees and/or the Hotel Trustees, at all reasonable times. The Suites Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Suite Owners and the Hotel Trustees a report of the operations of the Suites Trustees for such year that shall include financial statements in such summary form and in such detail as the Suites Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by written notice to the Suites Trustees

given by certified or registered mail within a period of six (6) months of the date of its receipt by such person shall be deemed to have assented thereto. The Listed Mortgagee of any Suite shall be entitled to have, promptly upon written request to the Suites Trustees, an audited financial statement for the immediately preceding fiscal year prepared at such Listed Mortgagee's expense, if such statement is not otherwise available.

Section 6.11. Checks, Notes, Drafts, and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Suites Trustees or of the Suites Trust may be signed by any Suites Trustee acting alone.

Section 6.12. Seal. The seal of the Suites Trust shall be circular in form, bearing the inscription "THE HARBOR VIEW SUITES CONDOMINIUM TRUST". Such seal may be altered by the Suites Trustees at their option.

Section 6.13. Fiscal Year. The fiscal year of the Suites Trust shall be the year ending December 31 or such other date as may be determined by the Suites Trustees.

Section 6.14. Right of First Refusal. The right of Suite Owners to convey their Suite(s) shall not be subject to any right of first refusal or other restriction having the same effect in favor of the Suites Trust, except as provided in Article 10 of the Master Deed. During any period of time in which a right of first refusal is in effect, such right of first refusal shall not impair the rights of a Mortgagee of a Suite to: (i) foreclose or take title to such Suite pursuant to the remedies provided in the mortgage, (ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (iii) sell or lease (subject to any provisions governing the use and leasing of Suites contained in the Master Deed and this Declaration of Trust and/or the Hotel Documents) such Suite acquired by such Mortgagee under the mortgage.

Section 6.15. Condominium Liens. The lien imposed pursuant to any provision of this Declaration of Trust, the Master Deed or the Hotel Documents, is a lien imposed by virtue of the covenants and contractual obligations contained herein, and is also a statutory lien created by virtue of the provisions of Chapter 183A Section 6. Such lien imposed pursuant to the provisions of this Declaration of Trust, the Master Deed or the Hotel Documents shall be enforced to the full extent permitted by law in the manner provided in Massachusetts General Laws, Chapter 254 Section 5 and 5A and, without limitation, to the full extent permitted by law shall be coextensive with and have the same priority over all liens other than municipal liens as the lien created pursuant to the provisions of Chapter 183A Section 6. Wherever, in the Master Deed, this Declaration of Trust or the Hotel Documents, it is provided that a Suite Owner is responsible or liable for any costs or expenses which may be incurred by or on behalf of the Suites Trust and/or Hotel Trust, the Suites Trustees and/or Hotel Trustees may assess the same to such Suite Owner. Until paid, such assessments shall constitute a lien against the Suite of such Suite Owner pursuant to the provisions of this Declaration of Trust and the provisions of Chapter 183A Section 6.

ARTICLE 7 - RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE SUITES TRUSTEES

Section 7.1. Reliance on Identity of Suites Trustees. No purchaser, Mortgagee, lender, or other person dealing with the Suites Trustees, as they then appear of record in the Registry, shall be bound to ascertain or inquire further as to the identity of such Suites Trustees, or be affected by any implied or actual notice, other than a certificate thereof, which record or certificate shall be conclusive evidence of the identity of the Suites Trustees. The receipt of the

Suites Trustee(s) for moneys or things paid or delivered to them shall effectively discharge the persons paying or delivering the same, and such persons shall not be required to see to the application thereof. No purchaser, Mortgagee, lender, or other person dealing with the Suites Trustees or with any real or personal property which then is or formerly was Suites 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, nor otherwise as to the purpose or regularity of any of the acts of the Suites Trustees. Any instrument of appointment of a new Suites Trustee or of discharge or resignation of an old Suites Trustee purporting to be executed by the Suites Trustees, Suite Owners, or other persons required by this Declaration of Trust to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Suites Trustees of the matters recited therein relating to such discharge, resignation, or appointment or the occasion thereof.

Section 7.2. No Personal Liability in Suites Trustees. No Suites Trustee shall under any circumstances or in any event be held liable or accountable out of such Suites Trustee's personal assets by reason of any action taken, suffered or omitted in good faith, for allowing the other Suites Trustees to have possession of the Suites Trust books or property, or by reason of honest errors of judgment or mistakes of fact or law, or by reason of anything except such Suites Trustee's own personal and willful malfeasance and defaults.

Section 7.3. All Obligations Subject to this Declaration of Trust. Every oral or written note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement made, issued, or executed by the Suites Trustees, their agents or employees, shall be deemed to have been entered into subject to the terms, conditions, provisions, and restrictions of this Declaration of Trust, whether or not express references shall have been made to this instrument.

Section 7.4. Further Matters of Reliance. This Declaration of Trust, any amendments hereto, any certificate required to be recorded and any other certificate or paper signed by any Suites Trustee which it may be deemed desirable to record shall be recorded with the Registry. Such recording shall be deemed conclusive evidence of the contents and effectiveness of such instrument. All persons dealing with the Suites Trustees, the Suites Trust property or any beneficiary shall be held to have notice of any matter relating to this Suites Trust when the same or a notice thereof shall be recorded with the Registry. Any certificate signed by a majority of the Suites Trustees in office at the time, setting forth as facts any matters affecting the Suites Trust, including a certificate of unpaid common expenses as provided in Chapter 183A, Section 6(d), statements as to who are the beneficiaries, what action has been taken by the beneficiaries, and matters determining the authority of the Suites Trustees to do any act, when duly acknowledged and recorded with the Registry, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Suites Trustees, acting in good faith in reliance thereon. Any certificate executed by at least two (2) Suites Trustees 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 Suites Trustee or majority, as applicable, shall, as to all persons acting in good faith in reliance, be conclusive evidence of the truth of the statements made and of the existence of the facts set forth in such certificate.

ARTICLE 8 - AMENDMENTS AND TERMINATION

Section 8.1. Amendments.

8.1.1 This Declaration of Trust may be amended from time to time by vote of (i) Suite Owners holding not less than seventy-five percent (75%) of the beneficial interest in the General Common Elements present in person or by proxy at a duly held meeting of Suite Owners at which a quorum is present (as such quorum is provided for in Section 6.7.1), or such larger percentage as may be required by Chapter 183A or other provisions of this Declaration; (ii) a majority of the Suites Trustees; and (iii) a majority of the Hotel Trustees.

8.1.2 No amendment which alters the rights of the Declarant shall be effective unless expressly consented to by the Declarant, so long as the Declarant owns any Suite. No amendment which reduces the rights, including without limitation the voting rights and/or percentages of beneficial interest in the General Common Elements, of any Suite Owner or adversely affects a Suite Owner's exclusive rights to use its Suite or any General Common Elements or adversely affects a Suite Owner's other appurtenant rights and easements shall be effective unless consented to (or deemed consented to, as expressly set forth in the Master Deed) by such Suite Owner. No amendment shall be valid or effective that would render this Declaration of Trust contrary to or inconsistent with any requirements of Chapter 183A.

8.1.3 No amendment of this Declaration of Trust affecting any Suite in a manner which materially impairs the security of a Listed Mortgagee shall be of any force or effect unless expressly consented to by the Mortgagee. However, no amendment of this Declaration of Trust in connection with combinations, subdivisions and/or partitions of Suites expressly permitted under the Master Deed shall be treated as impairing the security of any Listed Mortgagee other than the Listed Mortgagee(s) securing such Suites. Any consent of a Listed Mortgagee required under this Section 8.1.3 or under any other provision of this Declaration of Trust shall not be unreasonably withheld, conditioned or delayed. Failure of any such Listed Mortgagee who receives a written request for such consent to deliver or mail a response within thirty (30) days, unless otherwise specified in Chapter 183A, shall be deemed to be the giving of such consent by such Listed Mortgagee. The consent of any such required Listed Mortgagees shall be recited in any amendment requiring such consent.

8.1.4 No amendment shall be effective until an instrument signed and acknowledged in proper form by a majority of the Suites Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of the Suite Owners and Listed Mortgagees, shall have been recorded in the Registry.

8.1.5 Notwithstanding the foregoing provisions of this Section 8.1 or any other provision to the contrary in this Declaration of Trust (except only that no amendment which would render this Declaration of Trust contrary to or inconsistent with any requirements of the Hotel Documents or Chapter 183A shall be effective), the Suites Trustees shall have the right to amend this Declaration of Trust without the consent of any Suite Owner or Mortgagee, by instrument in writing signed and acknowledged by the Suites Trustees and duly recorded with the Registry, for the specific purposes of (i) making minor, clerical, or factual corrections to the provisions of this Declaration of Trust, (ii) complying with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or other public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any of such agencies or entities to make, purchase,

sell, insure or guarantee mortgages covering Suites, (iii) bringing this Declaration of Trust into compliance with Chapter 183A, to the extent of any non-compliance; or (iv) making immaterial amendments.

Section 8.2. Termination of Trust. Except as set forth in Section 6.4.3 and 6.4.4 of this Declaration of Trust, this Suites Trust shall terminate only upon the removal of the Suites Condominium from the provisions of Chapter 183A in accordance with the procedure set forth in Chapter 183A, Section 19, provided such termination is consented to in writing by (i) Suite Owners holding one hundred percent (100%) or more of the beneficial interest in the General Common Elements present in person or by proxy at a duly held meeting of Suite Owners at which a quorum is present (as such quorum is provided for in Section 6.7.1); (ii) all Listed Mortgagees of Suites; and (iii) a majority of the Hotel Trustees.

Any termination pursuant to the foregoing shall become effective upon the recording with the Registry of an instrument of termination or a certificate of termination signed by the Suites Trustees, reciting the consent of the Suite Owners, the Listed Mortgagees and the Hotel Trustees required to consent thereto. Such instrument or certificate shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such termination.

Section 8.3. Winding Up of Trust After Termination. Upon the termination of this Suites Trust, the Suites Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole or any part(s) of the Suites Trust property. After paying or retiring all known liabilities and obligations of the Suites Trustees and providing for indemnity against any other outstanding liabilities and obligations, the Suites Trustees shall divide the proceeds among and distribute in kind all other property then held by the Suites Trustees in trust to the Suite Owners according to the proportion of the replacement costs of the Suites immediately prior to the time of termination (or immediately prior to any casualty, loss, condemnation or eminent domain, if applicable). All valuations made by the Suites Trustees shall be conclusive. In making any sale under this provision, the Suites Trustees shall have power to sell by public auction, private sale or contract, to buy in or rescind or vary any contract of sale, to resell without being answerable for loss, and to do all things, including the execution and delivery of instruments, as may be necessary or desirable in their judgment for such purposes. Such powers of sale and all other powers given to the Suites Trustees hereunder shall continue as to all property at any time remaining in their hands or ownership, even though all times fixed herein for distribution of property of the Suites Trust may have passed.

ARTICLE 9 – HOTEL CONDOMINIUM

Section 9.1. Subject to Hotel Documents. The Suites Condominium Documents are subject to the provisions of the Hotel Documents, as they may be amended from time to time. In the event the Hotel Documents are amended hereafter, the Suites Condominium Documents shall be deemed amended consistent with any such amendment to the Hotel Documents. The provisions of the Suites Condominium Documents or any other document governing or regulating the Suites Condominium shall be null and void and of no force and effect to the extent that they are inconsistent with the Hotel Documents.

As provided in Section 9.1 of the Hotel Trust, the Suites Condominium Documents, and any amendments thereto; shall not be effective unless approved by the Hotel Trustees; provided, however, that such approval may only be withheld if the document in question is inconsistent with any provision of the Hotel Documents and shall not be unreasonably delayed. Upon the

request of the Suites Trustees, the Hotel Trustees shall issue a certificate in recordable form approving a proposed amendment to a Suites Condominium Document provided that said amendment is consistent with the Hotel Documents. The execution of any amendment to a Suites Condominium Document by the Hotel Trustees shall be deemed approval of said amendment.

Section 9.2. Authorization of the Hotel Trustees. For all purposes of the Hotel Trust, and as required by Section 9.2 of the Hotel Trust, the Suites Trustees are hereby authorized and appointed on behalf of the owner of the Suites Unit which forms a part of the Hotel Condominium to vote or take any other action to be taken under the Hotel Trust by or on behalf of such Suites Unit. Any vote or action taken or authorized by the Suites Trustees shall bind the Suite Owners and the Suites Unit as fully as if such vote had been made or action had been taken by the original Unit Owner of the Suites Unit of the Hotel Condominium.

Section 9.3. Lien and Personal Obligation of Suites Under the Hotel Condominium. As required by Section 9.3 of the Hotel Trust, each Suite Owner by its acceptance of a deed therefor, whether or not it is so expressed in such deed, shall be deemed to covenant and agree with the Hotel Trustees and each Unit Owner, to pay the Suite's allocable share of all common charges and all other assessments assessed by the Hotel Trustees against the Suites Unit of the Hotel Condominium while such Suite Owner is the owner of such Suite, with interest thereon and costs of collection. There shall be deemed to have been assessed against each Suite by the Hotel Trustees a portion of the common expenses and other assessments equal to (i) the product of: (a) the common expenses and other assessments assessed by the Hotel Trustees against the Suites Unit in the Hotel General Common Elements (excluding General Common Elements which are subject to an exclusive easement to the Suites Unit and attributable under the Master Deed to the exclusive rights of a Suite Owner), and (b) the percentage interest of such Suite Owner in the General Common Elements, plus (ii) the common expenses and other assessments assessed to the Suites Unit for an exclusive easement in a General Common Element which is attributable under the Master Deed to the exclusive rights of such Suite Owner. No Suite Owner shall be personally liable for such common charges and other assessments assessed before the acquisition by the Suite Owner of such Suite or after the disposition of such Suite, although such Suite shall be subject to a continuing lien in favor of the Unit Owners enforceable by the Hotel Trustees on behalf of the Unit Owners for such portion of all such common charges and other assessments (including interest thereon and the costs of collection thereof) until full payment therefor, which shall bind such Suite in the hands of the then Suite Owner, and his, her or its heirs, devisees, personal representatives, successors in title and assigns. A Suite Owner shall continue to be personally liable after disposition of the Suite owned by such Suite Owner for payment and other assessments assessed while the Suite Owner owned such Suites.

Section 9.4. Subordination of the Lien on Suites to Mortgages. As provided in Section 9.4 of the Hotel Trust, the lien of the assessments provided for in Section 6.2.4 of the Hotel Trust shall be subordinate to the Master Deed and this Suites Trust. Any assessments that have become due and payable prior to the sale or transfer of a Suite pursuant to foreclosure, or any other proceeding in lieu of foreclosure, shall be subordinate to any mortgage held by a Listed Mortgagee on any Suite, to the extent permitted by Chapter 183A. Such sale or transfer shall not relieve such Suite Owner from liability for any assessments thereafter becoming due, from the lien of any such subsequent assessments, or from personal liability for payment of any assessments which become due and payable with respect to such Suite during such Suite Owner's period of ownership.

Section 9.5. Foreclosure of Liens of Suites for Unpaid Common Charges. As provided in Section 9.5 of the Hotel Trust, in any action brought on behalf of the Hotel Trustees

to foreclose a lien on a Suite because of unpaid assessments of common charges or other assessments assessed by the Hotel Trustees, the Hotel Trustees, acting on behalf of all Unit Owners, shall have the power to purchase such Suite at a foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Suite, including the power to vote the votes appurtenant to such Suite. A suit to recover a money judgment for unpaid assessments of common expenses or other assessments assessed by the Hotel Trustees with respect to the Suites Unit shall be maintainable against the defaulting Suite Owner with respect to its proportionate share such common expenses attributable to the Suites Unit, without foreclosing or waiving the lien securing the same.

Section 9.6. Statement of Common Charges for Suites. As provided in Section 9.6 of the Hotel Trust, in exercising the rights granted to the Hotel Trustees in the Hotel Trust and in this Declaration of Trust to proceed against a Suite Owner with respect to unpaid assessments of common charges or other assessments assessed by the Hotel Trustees against the Suites Condominium, the Hotel Trustees shall rely on written statements signed by the majority of the Suites Trustees as to all unpaid assessments of common charges or other assessments due from the Suite Owner or deemed to be due from the Suite Owner. The Suites Trustees, upon request of the Hotel Trustees, shall issue such a statement or statements for the benefit of the Hotel Trustees setting forth all unpaid common charges and other assessments due or deemed to be due from each Suite Owner. If such statement indicates that unpaid common charges or other assessments are due from a Suite Owner, the Hotel Trustees may proceed against such Suite Owner as provided in the Hotel Trust and this Article 9. If such statement indicates that no unpaid common charges or other assessments are due from a Suite Owner, the Hotel Trustees shall have no right to proceed against such Suite Owner as to unpaid assessments of common charges or other assessments assessed by the Hotel Trustees against such Suite Owner.

Section 9.7. Payment of Common Charges Assessed by the Hotel Trustees and Lien on Funds of Suites Condominium. As required by Section 9.7 of the Hotel Trust, the Suites Trustees shall pay to the Hotel Trustees all common charges and other assessments due and payable from the Suites Condominium to the Hotel Trustees from time to time (together with interest thereon and the costs of collection thereof), from the common charges and other assessments collected by the Suites Trustees before expending any such funds for other purposes of the Suites Condominium. In addition to the lien provided for in Section 9.3 of the Hotel Trust and Section 9.3 hereof on each Suite, all funds of the Suites Condominium shall be subject to a continuing lien in favor of the Unit Owners enforceable by the Hotel Trustees on behalf of the Unit Owners for all common charges and other assessments assessed by the Hotel Trustees (including interest thereon and the costs of collection thereof) until full payment therefor. In furtherance thereof, if required by the Hotel Trustees, the Suites Trustees shall (i) pledge all or specified funds and accounts of the Suites Condominium to the Hotel Trustees in such manner as the Hotel Trustees may direct, and (ii) execute UCC financing statements granting a security interest therein to the Hotel Trustees, file such financing statements with the Secretary of State of the Commonwealth of Massachusetts, and execute and file such further statements as may be necessary to continue the security interest in full force and effect as may reasonably be required by the Hotel Trustees. The Hotel Trustees may sue the Suites Condominium to recover a money judgment for any unpaid assessment of common charges or other assessments assessed by the Hotel Trustees without foreclosing or waiving the lien securing the same. The issuance by the Hotel Trustees of a statement pursuant to Section 9.7 of the Hotel Trust setting forth the amount and nature of all unpaid common expenses and other assessments shall operate to discharge the lien on the funds of the Suites Condominium for sums which are not indicated unpaid as of the date of such statement.

Section 9.8. Notices Under Hotel Trust. All notices to be given under the Hotel Trust or Hotel Master Deed to Unit Owners shall be given to the Suites Trustees at such address as shall be established by the Suites Trustees by written notice to the Hotel Trustees pursuant to Section 4.2 of the Hotel Trust.

ARTICLE 10 - MISCELLANEOUS

Section 10.1. Construction. Words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females, and words denoting persons include individuals, firms, associations, 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. Any cover, title, headings, table of contents and the marginal notes are inserted only for convenience of reference and are not to control or affect the meaning, construction, interpretation, or effect of this instrument. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein as defined in such statute.

Section 10.2 Capitalized Terms. Capitalized Terms used but not defined herein shall have the meanings ascribed to them in the Master Deed.


Section 10.3. Severability. The invalidity of any provision of this Declaration of Trust shall not impair or affect the validity of the remainder of this Declaration of Trust. All valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

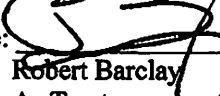
Section 10.4. Conflict. In the event of any conflict between the provisions of this Declaration of Trust and the provisions of Chapter 183A or the Master Deed, the following hierarchy of interpretation shall govern: the provisions of Chapter 183 (with respect to any mandatory statutory provisions) shall control, and then the provisions of the Master Deed, and then the provisions this Declaration of Trust.

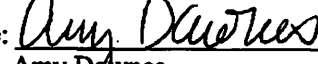
Section 10.5. Counterparts. This instrument may be executed in any number of duplicate counterparts, each of which shall be deemed an original for all purposes.

EXECUTED UNDER SEAL as of this 31st day of August, 2012.

SUITES TRUSTEES

Name: 
Elizabeth Rothwell
As Trustee and not individually

Name: 
Robert Barclay
As Trustee and not individually

Name: 
Amy Downes
As Trustee and not individually

STATE OF Massachusetts

County of Dukes, ss

On this 22nd day of August, 2012, before me, the undersigned notary public, personally appeared Elizabeth Rothwell as the Initial Suites Trustee of The Harbor View Suites Condominium Trust and proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



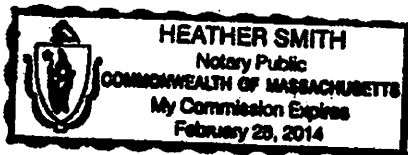
Heather Smith
Notary Public

My commission expires: 2/28/14

STATE OF Massachusetts

County of Dukes, ss

On this 22nd day of August, 2012, before me, the undersigned notary public, personally appeared Robert Barclay as the Initial Suites Trustee of The Harbor View Suites Condominium Trust and proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



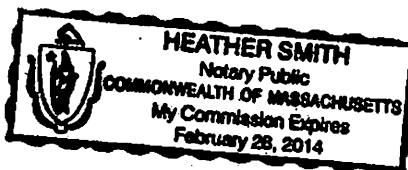
Heather Smith
Notary Public

My commission expires: 2/28/14

STATE OF Massachusetts

County of Dukes, ss

On this 22nd day of August, 2012, before me, the undersigned notary public, personally appeared Amy Downes as the Initial Suites Trustee of The Harbor View Suites Condominium Trust and proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Heather Smith
Notary Public

My commission expires: 2/28/14

EXHIBIT A

RULES AND REGULATIONS

OF

THE HARBOR VIEW SUITES CONDOMINIUM

The following Rules and Regulations (the "Rules") shall apply to The Harbor View Suites Condominium (the "Condominium") until such time as they are amended, modified, rescinded or limited by the Suites Board of Trustees (the "Suites Trustees") in accordance with Section 6.7 and Article 8 of the Declaration of Trust of The Harbor View Suites Condominium Trust.

The activities at the Condominium shall conform to the following Rules:

1. GENERAL

1.1 Wherever in the Rules reference is made to "Owner", such term shall apply to the owner of any Suite, and to such Owner's tenants, and such Owner's (or such tenant's) employees, agents, visitors, or guests. The Owner is responsible for any violation of the Rules by any such person(s).

1.2 The Owners shall comply with all the Rules.

1.3 The Trustees of the Suites Trust reserve the right to alter, amend, modify, repeal or revoke, and to supplement by adopting administrative rules and regulations, these Rules and any consent or approval given hereunder in accordance with the procedure set forth in the Suites Trust.

1.4 These Rules shall be supplemental to the Master Deed of the Condominium and the By-Laws of the Suites Trust. In the event of any conflict between these Rules and the Master Deed or the By-Laws, the Master Deed and By-Laws shall control, in that order. Capitalized terms not defined herein shall have the meanings set forth in the Master Deed and By-Laws.

1.5 The General Common Elements shall be used only by the Owner(s) with rights to each such General Common Element, as set forth in the Master Deed, and only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Suites.

2. RESTRICTIONS ON USE OF SUITES

2.1 The walkways, entrances into the Suites, elevators, stairwells and corridors within the Condominium shall be used for no purpose other than for normal

transit and there shall be no obstruction of such elements by any Owner, except as may be otherwise provided in the Master Deed.

2.2 Nothing shall be done or kept in the Suites which will increase the rate of insurance for the Buildings or the contents thereof or will result in the cancellation of insurance on the Buildings or its contents, or which would be in violation of any public law, ordinance or regulation. Gasoline or other explosive or inflammable material may not be kept in a Suite or in any storage area.

2.3 Each Owner shall keep the Suite in a good state of preservation, repair and cleanliness, and nothing shall be swept or thrown therefrom, or from the doors, windows, or terraces thereof. No clothes, sheets, blankets, laundry, rugs, or any kind of articles shall be hung out of the windows or terraces of the Suite or in any part of the General Common Elements.

2.4 Nothing shall be done in any Suite or on the General Common Elements which may impair the structural integrity of the Buildings or the mechanical, HVAC, electrical, telecommunications and data, fire alarm, fire sprinkler or plumbing systems, or which may structurally change the Buildings.

2.5 No improper, offensive or unlawful use shall be made of the Condominium or any part thereof and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency relating to any Suite shall be complied with by and at the sole expense of the applicable Owner.

2.6 Each Owner shall maintain its Suite in an aesthetically pleasing manner as determined in the reasonable discretion of the Suites Trustees. Owners shall not cause or permit anything to be hung or displayed on the outside of windows, on the terraces, or placed on the outside walls or the entrance doors to Suites, and no sign, awning, canopy, shutter, or radio, television antenna or satellite dish shall be affixed to or placed upon the exterior windows, walls, entrances or roof of the Buildings without the prior written consent of the Suites Trustees. Nothing shall be affixed to the interior of any windows of any Suite which may be visible from the exterior of the Buildings.

2.7 All draperies, window treatments, window coverings and other hanging material in any Suite must be fire-resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one inch (1") to heating units. All draperies, window treatments and window coverings, which are visible from the exterior of the applicable Building, shall be lined with a white material or shall be white on the side facing and visible from the exterior such that when closed or drawn the appearance of the window or door from the exterior of the Buildings shall be white.

2.8 All garbage and trash must be placed in the proper receptacles for refuse disposal or collection and no garbage or trash shall be placed elsewhere on any portion of the Condominium. All garbage and trash shall be placed within the Suite or in areas designated by the Suites Trustees and in compliance with all local disposal laws. Any

finer levied for failure to comply with local disposal laws shall be the responsibility of the violating Owner(s).

2.9 No dogs, cats, reptiles, or other pets or animals of any kind shall be raised, bred, kept, suffered or permitted in any Suite or on the Condominium (other than service or guide dogs used by occupants or patrons thereof), or any part thereof, without the express written permission of the Suites Trustees. Any pet so permitted by the Suites Trustees shall be subject to and in accordance with such rules and regulations with respect to the same as may be established by the Suites Trustees from time to time, including, without limitation, the requirement that no pet be allowed to roam unleashed. Any Owner keeping a pet or animal (i) in violation of the foregoing, or (ii) which causes any damage to or requires clean up, or which is offensive or causes or creates any nuisance or unreasonable disruption or noise, shall be personally liable for the cost and expense of any repair of such damage, cleaning up and/or elimination of such disturbance or nuisance, and shall be required permanently to remove such pet or animal from the Condominium upon five (5) days' written notice from the Suites Trustees. The Suites Trustees shall assess to such Owner such costs and until paid the same shall constitute a lien against the Suite of such Owner pursuant to the provisions hereof and M.G.L. 183A, Section 6.

2.10 The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere.

2.11 Solicitors are not permitted in any part of the Condominium.

2.12 No personal property may be stored except in an Owner's Suite. Bicycles shall not be permitted in the lobby areas or on elevators, and shall be stored in designated bicycle storage areas. There shall be no playing, riding or storing or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs or other items in any part of the Condominium other than in the locations (if any) that may be designated by the Suites Trustees from time to time.

2.13 The agents of the Suites Trust, and any contractor or workman authorized by the Suites Trust, may enter any room or Suite in the Buildings upon reasonable notice to the applicable Owner at any reasonable hour of the day upon at least forty-eight (48) hours notice to such Owner (except in the case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging its respective powers and responsibilities, including, without limitation, inspecting such Suite for the presence of vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

2.14 Each Owner is responsible for the proper removal of trash, debris, crating or boxes relating to that Owner's deliveries. Each Owner shall be responsible for any damage to the Condominium (including any Suite therein) which is attributable to such Owner's deliveries. Deliveries will be coordinated by the manager.

3. CONSTRUCTION ACTIVITIES

3.1 No construction or repair work or other installations involving noise shall be conducted in any Suite except on weekdays (not including legal holidays) between the hours of 9:00 a.m. and 6:00 p.m., unless necessitated by emergency and with the express written permission of the Suites Trustees. Prior to the commencement of such construction or repair work, each Owner must notify the Suites Trustees of the scheduling of such work, which shall be subject to the approval of the Suites Trustees.

3.2 All construction and repair work requiring deliveries of materials or equipment and/or disposal of trash or debris shall be scheduled at least 48 hours in advance with the Suites Trustees to ensure the availability of facilities, dumpsters and elevators. An Owner shall be responsible for ensuring that its contractors follow the rules pertaining to the use of dumpsters and elevators and follow instructions of the Suites Trustees or its agents concerning the use of such facilities. Each Owner shall be responsible for any damage attributable to such Owner's construction or repair work. Prior to the commencement of such construction or repair work, each Owner must provide the Suites Trustees with evidence of such insurance as the Suites Trustees may require pursuant to the provisions of the Master Deed, By-Laws and Legal Requirements.

3.3 All construction or repair work shall be carried out in accordance with the provisions of the Master Deed, By-Laws and Legal Requirements.

4. CONSIDERATION IN USE OF SUITES AND CONDOMINIUM

4.1 No Owner shall engage in or permit any noxious or offensive activities or any noises that: (a) may be or become an annoyance or nuisance to the other Owners; (b) may or does interfere with the rights, comforts, or conveniences of other Owners; (c) may or does cause damage to any other Suite or to the Condominium; or (d) results in the removal of any article or thing of value. Any Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed.

4.2 The volume of television sets, radios, stereo systems, musical instruments and other noise emitters shall be kept at a reasonable sound and vibration level to avoid bothering other Owners or occupants. All radio, television, computer or other electrical equipment of any kind or nature installed or used in each Suite shall fully comply with all rules, regulations, requirements or recommendation of the Board of Fire Underwriters and the public authority having jurisdiction over such equipment, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Suite.

4.3 There shall be no smoking of cigarettes, pipes or cigars by an Owner of a Suite or its invitees in any areas of the Condominium, except for areas designated as "smoking areas" by the Suites Trustees from time to time.

5. TERRACES, PORCHES AND PATIOS

The outside terraces, porches and patios shall be subject to the following:

- A. No open fires, including barbecues and the like, will be allowed on or about any terrace, porch or patio.
- B. A terrace, porch or patio shall be used only for entertaining and lounging by the Owner of the Suite to which the same are appurtenant, families and social guests, and for no other purposes without the written approval of the Suites Trustees. In no event will any terraces be enclosed or otherwise used for continuous dwelling purposes.
- C. Nothing shall be placed on any terrace, porch or patio which in the opinion of the Suites Trustees unreasonably obstructs sight lines.
- D. Any and all furniture and furnishings placed on any terrace, porch or patio will be moveable, high quality, outdoor "patio" type furniture of a proper weight to take into account wind and storm conditions. In no events or circumstances shall the terraces, porches or patios be used as a storage area for furnishings or other property, unless approved by the Suites Trustees.

Attest:

Juanne E. Powers Register