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MASTER DEED

OF

**THE HARBOR VIEW HOTEL SECONDARY
CONDOMINIUM**

**131 NORTH WATER STREET
EDGARTOWN, MASSACHUSETTS**

DATE: JUNE 10, 2015

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OF
THE HARBOR VIEW
HOTEL SECONDARY CONDOMINIUM**

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**MASTER DEED
OF
THE HARBOR VIEW
HOTEL SECONDARY CONDOMINIUM**

**131 NORTH WATER STREET
EDGARTOWN, MASSACHUSETTS**

This **MASTER DEED** of **THE HARBOR VIEW HOTEL SECONDARY CONDOMINIUM**, made as of this 10th day of June, 2015.

ARTICLE 1 - SUBMISSION TO CONDOMINIUM REGIME

SCOUT HARBOR VIEW PROPERTY 1, LLC, a Delaware limited liability company having an office at 131 North Water Street, Edgartown, Massachusetts 02539 (the "**Declarant**"), being the sole owner of the Hotel Unit and the appurtenant rights and easements benefitting the Hotel Unit (collectively, the "**Premises**"), being one of the Units of the Harbor View Hotel Condominium, a condominium created by Master Deed dated August 31, 2012 and recorded with the Registry (as hereinafter defined) in Book 1292, Page 527 (the "**Hotel Master Deed**"), and pursuant to Article 11 of the Hotel Master Deed, by duly executing and recording this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the Massachusetts General Laws and hereby states that it proposes to create and does hereby create a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end hereby declares and provides as follows:

ARTICLE 2 - DEFINITIONS

The terms used in this Master Deed shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Ancillary Hotel Unit": One of the two (2) initial Hotel Secondary Units (as hereinafter defined), as described on Exhibit B.

"Ancillary Hotel Unit Owner": The record owner of the Ancillary Hotel Unit.

"Additional Phase(s)": As described in Section 12.1.1 of the Hotel Master Deed.

"Amenities": Collectively, the pool(s) and spa/fitness center (if any), which are or may become part of the Main Hotel Unit, subject to modification, substitution and/or relocation by the Main Hotel Unit Owner from time to time. In addition to the foregoing, (i) base-level housekeeping and business concierge services suitable and appropriate for a resort hotel, as determined by the Main Hotel Unit Owner from time to time, and (ii) the rights of the Main Hotel Unit Owner, if any, to use the parking spaces located within the Fuller Street Parcel Parking Easement Area, shall be included in the definition of "Amenities".

"Amenities Charges": Collectively, any easement fees, assessments, replacement and/or working capital reserves, and other charges (other than Service Charges) charged by the Main Hotel Unit Owner with respect to the Amenities. The Amenities Charges are to be assessed by the Main Hotel Unit Owner pro rata, based on relative amounts of usage, (i) initially, to the Suites Unit Owner, with such charges then to be charged to and paid for by the Suite Owners (as hereinafter defined) as a Common Elements Charge (as provided in the Suites Master Deed, as hereinafter defined), (ii) to the Ancillary

Hotel Unit Owner, and (iii) to the Main Hotel Unit Owner's guests and invitees, pursuant to the provisions of the Hotel Master Deed.

"Base Rate": The "prime rate" as published by The Wall Street Journal for the relevant date or period or, if The Wall Street Journal ceases to publish a "prime rate, a rate of interest, determined daily, which is three percentage points (3.0%) above the 14-day moving average closing trading price of 90-day Treasury bills.

"Buildings": As described in Article 4.

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

"Common Elements" or "General Common Elements": The General Common Elements, as defined in Section 7.1.

"Common Element Charges": Any charges assessed by the Hotel Secondary Trustees to any Hotel Secondary Owner in accordance with the provisions of Article 7 hereof.

"Declarant": As defined in Article 1.

"Development Rights" or "Phasing Rights": As described in Article 12 of the Hotel Master Deed.

"Fuller Street Parcel": As defined in Section 4.2 of the Hotel Master Deed.

"Fuller Street Parcel Parking Easement Area": As defined in Article 2 of the Hotel Master Deed.

"Garden/Lawn Areas": Collectively, all of the garden and lawn areas located on the Land and as shown on Sheet A1.02 of the Hotel Plans, and which are part of the Hotel Unit, but expressly excluding the Hotel Unit Garden/Terraces and the Suites Unit Garden/Terraces, which are part of the Hotel General Common Elements.

"Hotel Common Element Charges": Any charges assessed by the Hotel Trustees to any Unit Owner (as hereinafter defined) in accordance with the provisions of Article 7 of the Hotel Master Deed.

"Hotel Condominium": The condominium created by Scout Harbor View Property 1, LLC, as Declarant, under the Hotel Master Deed, which subjects the property 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": Collectively, the Hotel Master Deed and the Hotel Trust.

"Hotel Front Desk": As described in Section 9.3.

"Hotel General Common Elements": Collectively, the common areas and facilities of the Hotel Condominium, as described in Section 7.1 of the Hotel Master Deed.

"Hotel Master Deed": As described in Article 1, the Master Deed of The Harbor View Hotel Condominium dated as of August 31, 2012 and recorded with the Registry in Book 1292, Page 527, as it may be amended from time to time.

"Hotel Plans": The site and floor plans depicting the Hotel Condominium as recorded with the Hotel Master Deed, as the same may be amended from time to time.

"Hotel Rules and Regulations": The Rules and Regulations adopted or amended pursuant to the provisions of Section 6.7 of the Hotel Trust.

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

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

"Hotel Secondary Trust": The Declaration of Trust of the Harbor View Hotel Secondary Condominium Trust, including the By-Laws thereof, of even date and record herewith, as it may be amended from time to time.

"Hotel Secondary Trustees" or **"Hotel Secondary Board of Trustees"**: The Trustees of the Hotel Secondary Condominium.

"Hotel Secondary Unit(s)": The individual units established pursuant to Article 5 of this Master Deed. The Hotel Secondary Unit(s) are Secondary Units within the meaning of such term in this Master Deed, the Hotel Secondary Trust and the Hotel Documents. Initially, the Hotel Secondary Units shall consist of the so-called "Main Hotel Unit" and the "Ancillary Hotel Unit", as described in Exhibit B.

"Hotel Trust": The Declaration of Trust of the Harbor View Hotel Condominium Trust, including the By-Laws thereof, dated as of August 31, 2012 and recorded with the Registry in Book 1292, Page 575, as it may be amended from time to time.

"Hotel Trustees" or **"Hotel Board of Trustees"**: The Trustees of the Hotel Condominium.

"Hotel Unit": As defined in Section 6.1 of the Hotel Master Deed.

"Hotel Unit Garden/Terraces": Collectively, the garden/terrace areas, porches and patios shown on the Plans, exclusive of any such areas labeled Suites Unit Garden/Terraces, and which are part of the Hotel General Common Elements and subject to an exclusive easement for the benefit of the Hotel Unit Owner.

"Hotel Unit Owner": The record owner of the Hotel Unit, from time to time.

"Indemnified Party": and collectively, **"Indemnified Parties"**: As described in Section 9.4.

"Initial Phase": As described in Article 2 of the Hotel Master Deed.

"Interior Walkways": Collectively, the interior walkways labeled "Interior Walkways" on Sheets A2.08 and A2.09 of the Hotel Plans, and which are part of the Hotel Unit.

"Land": As described in Article 4 and in Exhibit A.

"Land Expansion Parcel": As described in Article 4 and in Exhibit F of the Hotel Master Deed.

"Legal Requirements": As described in Section 9.4.

"Listed Mortgage": Any institutional Mortgagee with a first priority mortgage of record of which the Hotel Secondary Trustees have received written notice pursuant to and in conformance with the provisions of the By-Laws and Chapter 183A.

"Main Hotel Unit": One of the two (2) initial Hotel Secondary Units, as described on Exhibit B.

"Main Hotel Unit Owner": The record owner of the Main Hotel Unit.

"Mortgage": Any holder of a mortgage of record on a Unit, a Hotel Secondary Unit and/or the Declarant's rights hereunder.

"Parking Areas": Collectively, all of the driveways, drive aisles and parking areas located on the Land and as shown on Sheet A1.02 of the Hotel Plans, and which are part of the Hotel Unit.

"Phases": As described in Article 12 of the Hotel Master Deed.

"Phase Development Period": As described in Section 12.1.4 of the Hotel Master Deed.

"Phase Improvements": As described in Section 5.2 of the Hotel Master Deed, and as shown on Sheet A1.03 of the Hotel Plans (the "**Hotel Phasing Plan**").

"Plans": The site and floor plans depicting the Hotel Secondary Condominium, as more particularly described in Article 8 and listed on Exhibit C, as the same may be amended from time to time as permitted herein.

"Premises": As defined in Article 1.

"Purchase and Sale Agreement": As described in Section 10.2.

"Registry": The Dukes County Registry of Deeds. If and so long as any portion of the Hotel 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.

"Remodel Phase(s)": As described in Section 10.3 of the Hotel Master Deed.

"Roof Easement Areas": Collectively, all of the roof areas located on all of the Buildings which contain portions of the Suites Unit, as applicable from time to time.

"Rules and Regulations": The Rules and Regulations adopted or amended pursuant to the provisions of Section 6.7 of the Hotel Secondary Trust.

“Services”: As defined in Section 6.1.3(7) of the Hotel Master Deed.

“Service Charges”: Any a la carte user fees in respect of the Amenities which are of a non-recurring nature, e.g., spa treatments, beverages, etc., as more particularly described in Section 6.1.3(7) of the Hotel Master Deed.

“Service Yard Area”: That certain area located adjacent to the Main Building, which is labeled as “Service Yard Area” on Sheet A1.02 of the Plans, and which is part of the Hotel Unit.

“Suite(s)”: The individual suites established pursuant to Article 5 of the Suites Master Deed (as hereinafter defined). The Suites are Secondary Units within the meaning of such term in this Master Deed, the Hotel Secondary Trust and the Hotel Documents.

“Suites Condominium”: The second-tier condominium more commonly known as “The Harbor view Suites Condominium” located at 131 North Water Street, in Edgartown, Massachusetts, as established by the Suites Master Deed (as hereinafter defined).

“Suites Master Deed”: That certain Master Deed of the Harborview Suites Condominium dated August 31, 2012 and recorded with the Registry in Book 1292, Page 614.

“Suites Locker Easement Areas”: Collectively, all of the locker areas labeled “Suites Locker Easement Areas” on Sheet A2.07 of the Hotel Plans.

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

“Suites Storage Easement Areas”: Collectively, all of the storage areas labeled “Suites Storage Easement Areas” on Sheets A2.01, A2.07 and A2.15 of the Hotel Plans.

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

“Suites Unit”: As defined in Section 6.2 of the Hotel Master Deed.

“Suites Unit Garden/Terraces”: Collectively, the garden/terrace areas, porches and patios labeled “Suites Unit Garden/Terraces” on the Plans, and which are part of the General Common Elements and subject to an exclusive easement for the benefit of the Suites Unit Owner.

“Suites Unit Owner”: The record owner of the Suites Unit, from time to time.

“Suites Unit Shower Areas”: Collectively, the outdoor shower areas labeled “Suites Unit Shower Areas” on the Plans, and which are part of the General Common Elements and subject to an exclusive easement for the benefit of the Suites Unit Owner.

“Suites Washer/Dryer Easement Areas”: Collectively, all of the washer/dryer areas labeled “Suites Washer/Dryer Easement Areas” on Sheets A2.07 and A2.11 of the Hotel Plans.

“Undeveloped Phase Areas”: As defined in Section 12.1.7 of the Hotel Master Deed.

"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.

"Walkway Areas": Collectively, all of the pedestrian walkway areas located on the Land and as shown on Sheet A1.02 of the Hotel Plans, and which are part of the Hotel Unit.

ARTICLE 3 - NAME OF CONDOMINIUM

The name of the Hotel Secondary Condominium shall be "The Harbor View Hotel Secondary Condominium."

ARTICLE 4 - DESCRIPTION OF LAND AND IMPROVEMENTS OF THE HOTEL CONDOMINIUM

The Hotel Secondary Condominium consists of the Hotel Unit of the Hotel Condominium and all of the appurtenant rights and easements benefitting the Hotel Unit as set forth in the Hotel Documents.

Section 4.1 Description of the Land. The Hotel Condominium consists of (i) the land described in Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), situated in the Town of Edgartown, Dukes County, Massachusetts on North Water Street bounded by North Water Street, Thayer Street and Fuller Street, and more commonly known and numbered as 131 North Water Street, and (ii) all other rights and easements benefitting the Hotel Condominium, as described in the Hotel Master Deed, and as set forth in Exhibit A. The Land is shown on Sheet A1.01 of the Hotel Plans.

As more particularly described in Article 12 of the Hotel Master Deed, the Declarant of the Hotel Condominium reserves the right to expand the Land by addition of the Land Expansion Parcel.

Section 4.2 Description of Buildings. Until such time as the Additional Phases become part of the Hotel Condominium as set forth in Article 12 of the Hotel Master Deed, the buildings (each, a "**Building**" and, collectively, the "**Buildings**") included in the Hotel Condominium, as set forth more fully below, consist of the following ten (10) mixed use buildings: (i) the mixed use building containing four (4) above-grade levels, including a lobby on the 1st level and a porch area, and one (1) below-grade level, located at North Water Street (the "**Main Building**"), (ii) the building containing three (3) above-grade levels and one (1) below-grade level, located adjacent to the Parking Area off of Fuller Street (the "**Huxford Cottage**"), (iii) the building containing two (2) above-grade levels and one (1) lower level, located at Fuller Street (the "**Rowley Cottage**"), (iv) the building containing two (2) above-grade levels and one (1) below-grade level, located southerly of the Rowley Cottage (the "**Osborne Cottage**"), (v) the building containing two (2) above-grade levels and one (1) below-grade level, located southerly of the Osborne Cottage (the "**Morse Cottage**"), (vi) the building containing three (3) above-grade levels and one (1) below-grade level, located southerly of the Morse Cottage (the "**Luce Cottage**"), (vii) the building containing three (3) above-grade levels and one (1) below-grade level, located southerly of the Luce Cottage (the "**Collins Cottage**"), (viii) the building containing two (2) above-grade levels and one (1) below-grade level, located adjacent to the Parking Area at the westerly portion of the Land (the "**Snow Cottage**"), (ix) the building containing two (2) above-grade levels and one (1) lower level, located southerly of the Collins Cottage (the "**Bradley Cottage**"), and (x) the building containing three (3) above-grade levels and one (1) lower level, located northerly of the Main Building (the "**Mayhew House**").

The Buildings are constructed as follows:

(i) The Main Building consists of a previously existing wood-framed building supported on a variety of original wood pilings, concrete footings, concrete masonry unit foundation walls and non-original steel framing. The lower level floor is a combination of dirt-floor crawl space and previously existing poured-in-place concrete slab. The facades are clad in white cedar shingles and painted cedar clapboard siding with simulated divided light wood double hung windows, and existing wood and vinyl double hung windows. The exterior doors are either painted metal or painted wood. The windows, doors and eaves have painted wood trim details, and the porch contains stained mahogany decking, painted cedar trim, railing, and columns. The porch roof is clad in red cedar shingles over membrane roofing and lead coated copper flashing at all penetrations. The other parts of the Main Building roof are clad in existing membrane roofing or asphalt shingles. The service area is surrounded by a painted cedar fence.

(ii) The Huxford Cottage consists of a previously existing wood framed building supported on cast-in-place concrete foundation walls and footings, and with a red cedar shingle roof. The Huxford Cottage facades are clad in white cedar shingles with simulated divided light wood double hung windows, new wood exterior doors and previously existing wood double hung windows.

(iii) The Rowley Cottage and the Osborne Cottage each consists of a wood framed structure supported on either a new, reinforced concrete masonry unit foundation wall with poured-in-place concrete footings and poured-in-place concrete slab (Rowley Cottage) or the existing piles with added concrete rat slab (Osborne Cottage). The facades are clad in white cedar shingles with new simulated divided light wood double hung windows and wood exterior doors. The windows, doors and eaves have painted wood trim details, and the porch contains stained mahogany decking, painted cedar trim, railing, and columns. The roofs are clad in red cedar shingles over membrane roofing and lead coated copper flashing at all penetrations and copper gutters at all eaves. Attached cedar outdoor showers are outfitted with polished chrome fittings. Four mechanical condensers servicing the Rowley Cottage and Osborne Cottage, respectively, are hidden behind painted fences behind the Osborne Cottage.

(iv) The Morse Cottage consists of a wood framed structure supported on block piers and a partial dirt floor basement with remainder of building over a dirt floor crawl space. The facades are clad in white cedar shingles with wood windows and metal exterior doors. The windows, doors and eaves have painted wood trim details, and the porch contains stained mahogany decking, painted cedar trim, railing, and columns. The roof is clad in grey asphalt shingles over membrane roofing and metal flashing at all penetrations and aluminum gutters at all eaves. Mechanical condensers servicing the Morse Cottage are located at ground level outside unit back door of the Morse Cottage.

(v) The Luce Cottage foundation consists of a wood framed structure supported on piers and a new, reinforced concrete masonry unit foundation wall with poured-in-place concrete footings and poured-in-place concrete slab. The facades are clad in white cedar shingles with wood double-pane windows and wood exterior doors. The windows, doors and eaves have painted wood trim details, and the porches contain stained mahogany decking, painted cedar trim, railings, and columns. The roofs are clad in red cedar shingles over membrane roofing and lead coated copper flashing at all penetrations and aluminum gutters at all eaves. The mechanical condensers serving the Luce Cottage are located at ground level behind the Luce Cottage. Attached cedar outdoor showers are outfitted with polished chrome fittings.

(vi) The Collins Cottage foundation consists of reinforced, poured-in-place concrete masonry walls with poured-in-place concrete footings and poured-in-place concrete slab. The facades are clad in white cedar shingles with wood double-pane windows and wood exterior doors. The windows, doors and eaves have painted wood trim details, and the porches contain stained mahogany decking, painted cedar trim, railings, and columns. The roofs are clad in grey asphalt shingles over membrane roofing and lead coated copper flashing at all penetrations and aluminum gutters at all eaves. The mechanical condensers

serving the Collins Cottage are located at ground level behind the Collins Cottage. Attached cedar outdoor showers are outfitted with polished chrome fittings.

(vii) The Snow Cottage consists of consists of a wood framed structure supported on a full basement with reinforced, poured-in-place concrete foundation walls, poured-in-place concrete footings, and poured-in-place concrete slab. The facades are clad in white cedar shingles with wood windows and metal exterior doors. The windows, doors and eaves have painted wood trim details, and the porch contains stained mahogany decking, painted cedar trim, railing, and columns. The roof is clad in grey asphalt shingles over membrane roofing and metal flashing at all penetrations and aluminum gutters at all eaves. The mechanical condensers serving the Snow Cottage are located outside the basement door of the Snow Cottage.

(viii) The Bradley Cottage consists of a wood framed structure supported on a reinforced, concrete block foundation wall with poured-in-place concrete footings, and dirt floor crawl space. The facades are clad in white cedar shingles with wood windows and metal exterior doors. The windows, doors and eaves have painted wood trim details, and the porch contains stained mahogany decking, painted cedar trim, railing, and columns. The roof is clad in grey asphalt shingles over membrane roofing and metal flashing at all penetrations and aluminum gutters at all eaves. The mechanical condensers serving the Bradley Cottage are located within the Bradley Cottage.

(ix) The Mayhew House consists of a wood framed structure supported on crawl space with a reinforced, poured-in-place concrete foundation wall (and block) with poured-in-place concrete footings and poured-in-place concrete slab. The facades are clad in white cedar shingles with wood windows and metal exterior doors. The windows, doors and eaves have painted wood trim details, and the porches contain painted plywood decking, painted wood trim, railing, and columns. The roof is clad in grey asphalt shingles over membrane roofing and metal flashing at all penetrations and aluminum gutters at all eaves. The mechanical condensers serving the Mayhew House are located in the basement of the Main Building off the main hotel chiller. The electrical service for the building is under the stairs/closet on the first floor.

The Buildings are shown on Sheets A1.02 of the Hotel Plans.

Pursuant to the Hotel Master Deed, the Hotel Condominium has been subdivided into the Hotel Unit and the Suites Unit.

Section 4.3 Description of Buildings in Additional Phases. As more fully described in Article 12 of the Hotel Master Deed, the Declarant of the Hotel Condominium has the reserved right pursuant to the Development Rights to construct the Additional Phases and to add the Additional Phases to the Hotel Unit and/or the Suites Unit, as applicable.

The following are the Buildings which may be built pursuant to the Development Rights:

(i) The (New) Bradley Cottage will be a structure which may contain not more than three (3) above grade levels and one (1) below-grade level, located in the location of the existing Bradley Cottage.

(ii) The (New) Morse Cottage will be a structure which may contain not more than three (3) above grade levels and one (1) below-grade level, located in the location of the existing Morse Cottage.

(iii) The (New) Mayhew Cottage will be a structure which may contain not more than three (3) above grade levels and one (1) below-grade level, located to the northeast of the Main Building.

(iv) The Fisher Cottage will be a structure which may contain not more than three (3) above grade levels and one (1) below-grade level, located northerly of the (New) Mayhew Cottage.

(v) The Pease Cottage will be a structure which may contain not more than three (3) above grade levels and one (1) below-grade level, located southerly of the Martin Cottage.

(vi) The Martin Cottage will be a structure which may contain not more than two (2) above grade levels and one (1) below-grade level, located southerly of the Huxford Cottage.

(vii) The Penniman Cottage will be a structure which may contain not more than three (3) above grade levels and one (1) below-grade level, located to the north of the Main Building.

(viii) The (New) Snow Cottage will be a structure which may contain not more than three (3) above grade levels and one (1) below-grade level, located westerly of the Collins Cottage.

Upon completion of each Additional Phase, the foregoing Buildings shall become part of the Hotel Condominium, as more particularly provided in Article 12 of the Hotel Master Deed, and as shown on the Phasing Plan.

ARTICLE 5 - DESCRIPTION OF PREMISES

The Premises consists of the Hotel Unit of the Hotel Condominium and the appurtenant rights and easements benefiting the Hotel Unit, as described in Section 6.1.2 of the Hotel Master Deed, and as set forth herein.

Until such time as the Additional Phase(s) become part of the Hotel Condominium as set forth in Article 12 of the Hotel Master Deed, the Hotel Unit consists of: (i) all portions of the Buildings (including, without limitation, the Interior Walkways), exclusive of any areas and facilities that are specifically included as part of the General Common Elements or the Suites Unit, (ii) the Amenities, (iii) the Garden/Lawn Areas, (iv) the Parking Areas, (v) the Service Yard Area, (vi) the Walkway Areas, and (vii) certain fixtures, facilities and equipment located in various parts of the Hotel Condominium, and certain appurtenant rights and easements, all as hereinafter described. The Hotel Unit contains approximately 218,394 gross square feet of floor area, and is primarily shown on Sheets A1.02, A2.01, A2.04, A2.07, A2.11 and A2.15 of the Plans (the unit area figure set forth in Exhibit B does not include the areas that are part of the General Common Elements since such areas and facilities are not part of the Unit).

The boundaries of the Hotel Unit are described in Section 6.1.1 of the Hotel Master Deed.

There are appurtenant to the Hotel Unit a 81.8% undivided interest in the Hotel General Common Elements and the right to use the Hotel General Common Elements in common with others entitled thereto, along with the exclusive right to use the Suites Unit Garden/Terraces and the Suites Unit Shower Areas.

ARTICLE 6 - DESCRIPTION OF HOTEL SECONDARY UNITS

Section 6.1 Individual Hotel Secondary Units.

In accordance with Article 11 of the Hotel Master Deed, the Premises have been subdivided into two (2) individual Hotel Secondary Units. The Hotel Secondary Units are more particularly described as to designation, location, number of rooms, approximate area, percentage interest in the General Common

Elements and immediately accessible General Common Elements in Exhibit B attached hereto and made a part hereof, and are shown on the Plans (the unit area figures set forth on Exhibit B do not include the areas that are part of the General Common Elements since such areas and facilities are not part of the Secondary Hotel Units). The Hotel Secondary Units contain approximately 218,394 square feet of floor area in the aggregate.

The boundaries of the Hotel Secondary Units in the Buildings shall include that part of the Buildings containing the applicable portion of the Hotel Secondary Unit that lies within the following boundaries:

- (a) Floor(s): The horizontal plane of the unfinished upper surface of the floor.
- (b) Roof(s): The upper surface of structural and non-structural elements of the roof of the Buildings.
- (c) Exterior Building Walls without Windows or Glazing: The plane described by the exterior surfaces of the wood shingle siding, or the exterior surfaces of the wood clapboard siding, or the exterior surfaces of the wall studs or exterior surface of the concrete or masonry wall.
- (d) Exterior Building Walls Consisting in Whole or in Part of Windows, Glazed Doors or other Glazing Areas: The imaginary plane along the entire wall described by the vertical plane of the exterior face of the glass, such that all glass windows, glass panels and other glass elements shall be part of the Hotel Unit.
- (e) Doors: The exterior surface thereof, including door glass (if any), and door frames.

Notwithstanding the foregoing, (i) no portion of the roof of the Main Building shall be included in the Ancillary Hotel Unit (such roof being entirely part of the Main Hotel Unit), and (ii) the perimeter boundaries of the Ancillary Hotel Unit shall be the vertical plans of the unfinished interior surfaces of the walls bounding the Ancillary Hotel Unit extended to their planar intersections with each other and with the upper and lower boundaries described in subsections 6.1(a) and 6.1(b), respectively above.

For the avoidance of doubt, it is hereby confirmed and agreed that the Amenities, Garden/Lawn Areas, Interior Walkways, Parking Areas, Walkway Areas, and Service Yard Area are all part of the Main Hotel Unit and shall be maintained and controlled by the Main Hotel Unit Owner and not by the Hotel Secondary Trustees.

The immediate General Common Elements to which each Hotel Secondary Unit has access are described in Exhibit B and are shown on the Plans.

6.2 Appurtenant Rights and Easements Benefiting the Hotel Secondary Units:

Subject to and in accordance with the provisions and requirements of this Master Deed, the Hotel Secondary Trust and the Hotel Documents, the Hotel Secondary Owners shall have the following easements, rights and interests appurtenant to their Hotel Secondary Units:

- (1) General Common Elements—Easement in Common: The right and easement, in common with all other Hotel Secondary Owners, to use the General Common Elements, wherever located, together with an undivided interest in the General Common Elements in the percentage specified

therefor in Exhibit B, excepting those General Common Elements with respect to which an exclusive easement has been granted to another Hotel Secondary Owner.

(2) General Common Elements — Exclusive Easement: The exclusive right and easement (i) to the use of all utility lines, pipes, wires, conduits, building services and facilities, chimneys, vents, ducts and flues that exclusively serve a Hotel Secondary Unit and which are located outside of the Hotel Secondary Unit and not within any portion of the Hotel Secondary Condominium contributing to the structure or support of the Buildings and which are part of the Hotel General Common Elements, and (ii) the Hotel Unit Garden/Terrace, if any, that is adjacent to such Hotel Secondary Unit, as shown on the Plans. Such utility lines, etc., and such Hotel Unit Garden/Terraces, if any, are part of the General Common Elements and are to be maintained and repaired by the Hotel Trustees with the costs thereof to be assessed as a Common Element Charge to the Hotel Secondary Owners in accordance with Section 7.1.2(2)(i) hereof and the Hotel Secondary Trust.

(3) Various Lobbies and Porches: The Ancillary Hotel Unit shall have the non-exclusive right and easement in common with the Main Hotel Unit and the Suites Unit to use the lobbies and porches located on the first floor of the Main Building, which are part of the Main Hotel Unit, subject to the provisions of Section 6.1.3(1) of the Hotel Master Deed, *mutatis mutandis*.

(4) Garden/Lawn Areas: The Ancillary Hotel Unit shall have the non-exclusive right and easement in common with the Main Hotel Unit and the Suites Unit to use the Garden/Lawn Areas within the Main Hotel Unit, subject to the provisions of Section 6.1.3(2) of the Hotel Master Deed, *mutatis mutandis*.

(5) Parking Areas, Walkway Areas: The Ancillary Hotel Unit shall have the non-exclusive right and easement in common with the Main Hotel Unit and the Suites Unit to use the Parking Areas and Walkway Areas within the Main Hotel Unit, subject to the provisions of Section 6.1.3(3) of the Hotel Master Deed, *mutatis mutandis*.

(6) Interior Walkways: The Ancillary Hotel Unit shall have non-exclusive right and easement in common with the Main Hotel Unit and the Suites Unit to use the Interior Walkways within the Main Hotel Unit, subject to the provisions of Section 6.1.3(3) of the Hotel Master Deed, *mutatis mutandis*.

(7) Amenities: The Ancillary Hotel Unit shall have the non-exclusive right and easement in common with the Main Hotel Unit, the invitees and guests of the Secondary Unit Owner of the Main Hotel Unit, and the Suites Unit, to use the Amenities within the Main Hotel Unit, subject to the provisions of Section 6.1.3(6) of and 6.2.3(2) of the Hotel Master Deed, *mutatis mutandis*.

(8) Services: So long as the following services are in operation and available for invitees and guests of the Main Hotel Unit Owner, the Main Hotel Unit Owner shall offer to the Ancillary Hotel Unit Owner the Services. The Main Hotel Unit Owner shall charge the Ancillary Hotel Unit Owner a Service Charge in connection with each Service delivered, which Service Charge shall be paid to the Main Hotel Unit Owner when invoiced. The availability of the Services to the Ancillary Hotel Unit Owner shall be subject to revocation by the Main Hotel Unit Owner in connection with the failure of the Ancillary Hotel Unit Owner to abide by the rules, regulations and restrictions adopted by the Main Hotel Unit Owner in respect of the Amenities and/or Services from time to time, or failure to make a timely payment of any Amenities Charges and/or Service Charges.

ARTICLE 7 - DESCRIPTION OF THE COMMON ELEMENTS AND COMMON ELEMENT CHARGES

The common areas and facilities of the Hotel Secondary Condominium consist of the General Common Elements, as described below.

Section 7.1. General Common Elements.

7.1.1 Description of General Common Elements:

The General Common Elements are the common areas and facilities of the Hotel Secondary Condominium that are for the common use of all Hotel Secondary Owners, except that those General Common Elements which are subject to an exclusive easement to a particular Hotel Secondary Owner are only for the use of such Hotel Secondary Owner. Each Hotel Secondary Owner shall be entitled to an undivided interest in the General Common Elements in the percentages set forth on Exhibit B, as the same may be adjusted from time to time as permitted herein. As of the date of this Master Deed, the General Common Elements include the following:

- (1) All conduits, ducts, pipes, plumbing, wiring, chimneys, flues, equipment, generators, transformers, fixtures, machinery, furnishings, and other facilities for the furnishing of utilities, data transmission or services to the Hotel Secondary Units, except for (i) any of the foregoing which are part of the Hotel Secondary Units themselves and exclusively serve such Hotel Secondary, or (ii) Hotel General Common Elements.
- (2) The 81.8% undivided interest in the Hotel General Common Elements of the Hotel Secondary Trust in its capacity as the Unit Owner of the Hotel Unit, together with the right of the Hotel Secondary Trust in its capacity as Unit Owner to use the Hotel General Common Elements in common with others entitled thereto.
- (3) Other: All other elements and features of the Premises, however designated or described, excepting only the Hotel Secondary Units themselves.

7.1.2 General Common Element Charges:

- (1) The General Common Elements shall be maintained, operated, repaired and replaced by the Hotel Trustees (excepting the 81.8% interest in the Hotel General Common Elements, which shall be maintained, operated, repaired and replaced by the Hotel Trustees pursuant to the Hotel Documents). All costs and expenses thereof shall be allocated and assessed among the Hotel Secondary Owners in accordance with the percentages of interests in General Common Elements set forth on Exhibit B, as the same may be adjusted from time to time as permitted, except to the extent that the same are necessitated by the negligence, misuse, abuse or neglect of a Hotel Secondary Owner, its agents or invitees. In such event, such expense shall be charged to such Hotel Secondary Owner individually and the Hotel Secondary Owner shall be personally liable therefor.
- (2) Notwithstanding the foregoing, all costs and expenses of the following General Common Elements shall be allocated and assessed between the Hotel Secondary Owners as set forth below:
 - (i) Exclusive Easement: The costs and expenses relating to those General Common Elements which are subject to an exclusive easement for the benefit of a single Hotel Secondary Unit shall be assessed and allocated by the Hotel Secondary Trustees to that Hotel Secondary Owner having the exclusive easement in the General Common Element.

(ii) Other Easements and Services: Other charges for easements and services rendered for a particular Hotel Secondary Owner or otherwise allocated under this Master Deed to a particular Hotel Secondary Owner shall be assessed and allocated by the Hotel Secondary Trustees or the Hotel Trustees, as applicable, to that Hotel Secondary Owner receiving the particular benefit of such easement or service.

(3) So long as the Hotel Secondary Units of the Hotel Secondary Condominium have not been assessed as individual parcels of real estate by the applicable taxing authority for a particular tax period, then real estate taxes for each Hotel Secondary Unit in the Hotel Secondary Condominium shall be apportioned in accordance with each Hotel Secondary Unit's respective unit percentage, as set forth in Exhibit B to this Master Deed. Such real estate taxes against the Hotel Secondary Units may be charged as a General Common Element Charge in accordance with this Master Deed and the Secondary Hotel Trust so long as the Hotel Secondary Units are not individually taxed, to enable such taxes to be paid when due and payable by the Hotel Secondary Trustees.

Section 7.2. Easements Binding General Common Elements.

The General Common Elements are subject to the exclusive easement rights of each applicable Hotel Secondary Owner in respect of the Hotel Unit Garden/Terrace, if any, that is adjacent to its Hotel Secondary Unit, as set forth in Section 6.2(2).

Section 7.3. Repair and Maintenance of Common Elements.

7.3.1 General Common Elements: The Hotel Secondary Trust (excepting the 81.8% interest in the Hotel General Common Elements, which shall be maintained, operated, repaired and replaced by the Hotel Trustees pursuant to the Hotel Documents), shall be responsible for the operation, maintenance, repair and replacement in a first class manner of the General Common Elements and for the costs and expenses thereof (with such costs and expenses to be paid by the Hotel Secondary Owners as a Common Element Charge as provided in Section 7.1.2 above and in accordance with the Hotel Secondary Trust), except as otherwise provided in this Section 7.3.

As provided in Section 7.3.1 of the Hotel Master Deed, neither the Declarant of the Hotel Condominium, the Hotel Trust, nor the Hotel Unit Owner shall in any way be liable or responsible to any Hotel Secondary Owner for any interruption, curtailment, stoppage or suspension of any utilities, including, without limitation, water, sewer, gas and electricity, or for any loss, damage or expense which a Hotel Secondary Owner may sustain or incur if the quantity, character or supply of services to or from any such utilities is changed or is no longer available or suitable for the Hotel Secondary Owner's requirements, except to the extent such loss, damage or expense is due to the gross negligence or willful malfeasance of the Declarant of the Hotel Condominium, the Hotel Trust and/or the Hotel Unit Owner.

7.3.2 Exclusive Easement Areas In General Common Elements: Each Hotel Secondary Owner shall be responsible, at its sole cost and expense, for the cost of operation, maintenance, repair and replacement in a first class manner of any exclusive easement rights such Hotel Secondary Owner has in General Common Elements exclusively serving such Hotel Secondary Unit.

Section 7.4 General Provisions.

7.4.1 Determination of Percentage Interest:

(i) The percentage interest of each Hotel Secondary Unit in the General Common Elements as set forth on Exhibit B is the approximate relation that the fair value of such Hotel Secondary Unit bears

to the aggregate fair value of the Hotel Secondary Units having rights in the General Common Elements as of the date of this Master Deed.

(ii) The percentage interests of the Hotel Secondary Unit in the General Common Elements following completion of (a) the various Additional Phases, and (b) the various Remodel Phases, as applicable, shall be determined on the basis of the approximate relation that the fair value of each Hotel Secondary Unit as of the date of the applicable amendment to the Master Deed bears to the aggregate fair value of all the Hotel Secondary Unit, as determined by the Hotel Secondary Trustees using the square footage formula set forth on Exhibit D and Exhibit E, respectively.

7.4.2 Common Elements to Remain Undivided: The General Common Elements shall remain undivided as set forth herein and no Hotel Secondary Owner or other person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided in this Master Deed or the Hotel Secondary Trust.

7.4.3 Exercise of Easement Rights to Use the General Common Elements: Each Hotel Secondary Owner shall exercise its easement rights to use the General Common Elements, subject to all applicable provisions of this Master Deed, the Hotel Secondary Trust and the Hotel Documents, and in a manner which does not interfere unreasonably with the use of the other Hotel Secondary Units for its permitted purposes. Such easements shall be subject to the rights of the Hotel Trustees and Hotel Secondary Trustees, as applicable, to adopt Rules and Regulations governing the use of the General Common Elements.

7.4.4 Rights in General Common Elements Subject to Master Deed, Etc.: Notwithstanding anything to the contrary contained herein, the rights of the Hotel Secondary Owners with respect to the General Common Elements are subject to: (i) any rights, easements and limitations on use contained in other portions of this Master Deed, the Hotel Secondary Trust and the Hotel Documents, as applicable, as the same may be amended from time to time, and (ii) the rights, easements and other restrictions set forth in Exhibit A to this Master Deed and in Exhibit A to the Hotel Master Deed.

7.4.5 Hotel Trustees' and Hotel Secondary Trustees' Rights of Access, Maintenance, Repair and Replacement of General Common Elements: Subject to the exclusive rights of the Hotel Trustees with respect to the Hotel General Common Elements as provided in Section 7.4.5 of the Hotel Master Deed, the Hotel Secondary Trustees shall have the exclusive right to maintain, repair, replace, add to and alter the General Common Elements, and to make excavations for such purposes. Notwithstanding any other provision in this Master Deed or the Hotel Secondary Trust, the Hotel Secondary Trustees further shall have the right of access at all reasonable times and upon not less than two (2) days' prior notice (except in emergencies) to each Hotel Secondary Unit for purposes of operating, inspecting, protecting, maintaining, repairing and replacing any General Common Element, subject to the exclusive right of the Hotel Trustees with respect to the Hotel General Common Elements as provided in Section 7.4.5 of the Hotel Master Deed, and correcting, terminating and removing acts or things which interfere with each Hotel Secondary Owner's use and enjoyment of its own Hotel Secondary Unit or any General Common Element or are otherwise contrary to or in violation of provisions of the Hotel Secondary Condominium Documents or any Legal Requirements. The Hotel Secondary Trustees may require each Hotel Secondary Owner to deposit a key to its Hotel Secondary Unit with the Hotel Secondary Trustees.

7.4.6 Encroachments: If any portion of the General Common Elements encroaches upon any Hotel Secondary Unit, any Unit or any Hotel General Common Element, or any Hotel Secondary Unit encroaches upon any other Hotel Secondary Unit, any portion of the General Common Elements, any Unit or any portion of the Hotel General Common Elements as a result of (a) settling or shifting to the Buildings, (b) any alteration, repair or restoration of the General Common Elements made by or with the

consent of the Hotel Trustees or the Hotel Secondary Trustees, when and as required in this Master Deed, the Hotel Secondary Trust or the Hotel Documents, or (c) any alteration, repair or restoration of any portion of the Hotel Condominium or Hotel Secondary Condominium after damage by fire or other casualty or as a result of eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same to the extent of and for the duration of the encroachment.

7.4.7 Additional Utility Easements: Subject to the rights of the Declarant of the Hotel Condominium and of the Hotel Trustees with respect to the grant or relocation of additional utility easements as provided in Section 7.4.7 of the Hotel Master Deed, the Declarant, for so long as it or an entity controlled by or affiliated with Declarant holds title to any Hotel Secondary Unit, and thereafter the Hotel Secondary Trustees, but in all events subject to Chapter 183A Section 5; shall have the right to grant such additional electric, gas, steam, chilled water, telecommunications, cable television, internet services, ventilation or other easements or licenses, whether for utilities or otherwise, or to relocate, or otherwise modify or amend, any existing utility easements or licenses (wherever located), as the Declarant or the Hotel Secondary Trustees shall deem necessary or desirable. The grant of such easements or licenses for such additional utilities or the relocation of existing utilities shall not prevent or unreasonably interfere with the peaceful and lawful use and enjoyment of the General Common Elements by the Hotel Secondary Owners entitled thereto and shall not result in the imposition of any mechanics', materialmens' and/or laborers' liens against any of the Hotel Secondary Units. Any utility company and its employees and agents shall have the right of access to any Hotel Secondary Unit and to the General Common Elements in furtherance of such easement or license, provided such right of access shall be exercised in a manner so as to not unreasonably interfere with the normal business operations of tenants and occupants of the Hotel Secondary Units for their permitted purposes. The Declarant or the Hotel Secondary Trustees may grant revocable licenses in designated General Common Elements to Hotel Secondary Owner(s) at no charge or at a reasonable charge therefor. Any such grant will not be construed as a sale or disposition of the General Common Elements.

7.4.8 Liens: If any Hotel Secondary Owner shall fail to pay or reimburse the Hotel Secondary Trust for such Hotel Secondary Owner's share of Common Element Charges, such Common Element Charges shall constitute a lien against such Hotel Secondary Unit pursuant to the provisions of this Master Deed and Chapter 183A Section 6, until such share is paid by such Hotel Secondary Owner. Further, in addition to any late charges which may be imposed by the Hotel Secondary Trustees on account of any delinquency by a Hotel Secondary Owner in the payment of charges assessed to such Hotel Secondary Unit under this Master Deed and/or the Hotel Secondary Trust, the amount of any such charge shall bear interest from the date on which such charge was first due until paid at the greater of: (i) twelve percent (12%) per annum; or (ii) six percent (6%) per annum over the Base Rate (but not more than nineteen percent (19%) per annum). Such accrued interest, together with the reasonable cost of collection of any such charges (including reasonable attorneys' fees) shall be added to the amount of such charge and shall, as in the case of such charge, constitute a lien on such Hotel Secondary Unit under the terms of Chapter 183A, Section 6. Each Hotel Secondary Owner, by acceptance of its Hotel Secondary Unit deed (whether or not it is so expressed in any such deed) or its occupancy of its Hotel Secondary Unit shall irrevocably be deemed to covenant and agree with the Declarant, the Hotel Secondary Trustees and all other Hotel Secondary Owners, to pay such Common Element Charges (including late charges, accrued interest and collection charges, if any) as are assessed upon any such Hotel Secondary Unit and, if not otherwise provided by Chapter 183A Section 6, to suffer a lien upon such Hotel Secondary Unit on account of any such Common Element Charge until so paid, which lien shall have the same priority as a lien under Section 6.16 of the Hotel Secondary Trust and shall, to the maximum extent possible under law, be enforced in the manner of lien under Chapter 183A, Section 6(d).

ARTICLE 8 - PLANS

The Overview Plan (Sheet A1.01) and the Floor Plans of the Hotel Secondary Condominium (Sheets A2.01, A2.02, A2.03, and A2.04 of the Plans), showing the layout, location, floor numberings, Unit designations and dimensions of the Hotel Secondary Units, each bearing the verified statement of a registered land surveyor, engineer or architect certifying that the Plans fully and accurately depict the same, as built, in accordance with the provisions of Chapter 183A, are recorded herewith, and consist of the several sheets described in Exhibit C attached hereto and incorporated herein by reference. In the event of a conflict between the Plans and Section 6 (description of the Hotel Secondary Units), the terms and provisions of Section 6 shall control; in the event of a conflict between the Plans and Section 7 (description of General Common Elements), the terms and provisions of Section 7 shall control.

ARTICLE 9 - USE OF HOTEL SECONDARY UNITS

Section 9.1 Uses of Hotel Secondary Units.

9.1.1 Generally: The Hotel Secondary Units shall be entitled to be used for all lodging and commercial uses permitted by the applicable Legal Requirements, and uses accessory to the foregoing.

9.1.2 Restriction of Use of Hotel Secondary Units: The Hotel Secondary Units shall be subject to the restrictions on the use of Hotel Secondary Units set forth in the Rules and Regulations, which restrictions are incorporated herein by reference as if fully set forth herein.

9.1.3 Restrictions on Use of Parking Areas and Fuller Street Parcel Parking Easement Area: The parking spaces within the Parking Areas and the Fuller Street Parcel Parking Easement Area (if any) shall only be used pursuant to separate rules and regulations to be adopted by the Hotel Trustees from time to time.

Section 9.2 Maintenance of Hotel Secondary Units.

The Hotel Secondary Owners shall be individually responsible for the proper maintenance and repair in a first-class manner of their respective Hotel Secondary Units, ordinary or extraordinary, excluding any General Common Elements (except as otherwise specifically provided herein or in the Hotel Secondary Trust).

Section 9.3 Compliance with Hotel Secondary Condominium Documents, Hotel Documents and Legal Requirements.

Each Hotel Secondary Unit and the General Common Elements shall be used only in accordance with the provisions of the Hotel Secondary Condominium Documents and the Hotel Documents, and in accordance with any applicable law, order, rule, regulation, permit or approval of any court or governmental entity of competent jurisdiction (collectively, "Legal Requirements"). Each Hotel Secondary Owner shall give prompt notice to the Hotel Secondary Trustees and, with respect to any portions of the General Common Elements which are part of the Hotel General Common Elements, the Hotel Trustees, of any written notice it receives of any violation of any Legal Requirements affecting its Hotel Secondary Unit or the General Common Elements.

Each Hotel Secondary Owner, by acceptance of its Hotel Secondary Unit deed (whether or not it is so expressed in any such deed), shall be deemed to have covenanted and agreed to and to release, waive, indemnify and hold harmless the Declarant, the Hotel Secondary Trustees, each other Hotel Secondary Owner (and, with respect to any portions of the General Common Elements which are part of the Hotel General Common Elements, the Declarant of the Hotel Condominium, the Hotel Trustees and the Unit Owners) and their respective affiliates, successors, assigns, directors, managers, members,

employees, and mortgagees (each, an "**Indemnified Party**" and collectively, "**Indemnified Parties**") from and against any claim, loss, damage, cost, expense, or liability (collectively, the "**Claims**") arising out of each Hotel Secondary Owner's failure to properly use, operate, maintain, repair and replace their respective Hotel Secondary Unit and/or the General Common Elements in accordance with the applicable provisions of the Hotel Secondary Condominium Documents and the Hotel Documents, and any applicable Legal Requirements, except, as to any particular Indemnified Party, in the event that such Claim results from the gross negligence or willful act of such Indemnified Party and/or for the breach by such Indemnified Party of any obligation under this Master Deed.

Notwithstanding the foregoing, any Hotel Secondary Owner may, at its sole cost and expense, defer compliance with and contest by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting its Hotel Secondary Unit, or any portion of the General Common Elements which such owner is obligated to maintain and repair. The Hotel Secondary Trustees shall cooperate with the Hotel Secondary Owner in such proceedings, provided that the Hotel Secondary Owner shall (i) indemnify and hold harmless the Hotel Secondary Trustees and each other Hotel Secondary Owner (and, with respect to any portions of the General Common Elements which are part of the Hotel General Common Elements, the Hotel Trustees and the Unit Owners) against all liability, loss or damage that any of them respectively shall suffer by reason of such contest or noncompliance, including reasonable attorney's fees, court costs and other reasonably incurred expenses (the Hotel Secondary Trustees and Hotel Trustees, as applicable, hereby retaining the right to enforce such obligation by assessing the same to such Hotel Secondary Owner as a common expense, and until such charges are paid by the Hotel Secondary Owner, the same shall constitute a lien against such Hotel Secondary Unit pursuant to the provisions of the Hotel Secondary Trust, the Hotel Documents and Chapter 183A, Section 6); and (ii) periodically keep the Hotel Secondary Trustees and Hotel Trustees, as applicable, advised as to the status of the proceedings. Such Hotel Secondary Owner need not comply with such Legal Requirement for so long as it is contesting the validity or applicability thereof, provided (i) the noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, (ii) the noncompliance shall not adversely affect any other Hotel Secondary Owner's use and enjoyment of its Hotel Secondary Unit or of the General Common Elements; and (iii) no part of the Hotel Secondary Condominium shall be subject to being condemned or vacated by reason of any such noncompliance. A Hotel Secondary Owner exercising its right under this Section 9.3 to defer compliance with any Legal Requirement shall notify any Mortgagee of its Hotel Secondary Unit.

Section 9.4. Rights of Declarant.

Notwithstanding any provisions of this Article 9, the Declarant may, for its own account proceed, together with its contractors and other appropriate personnel, to complete any construction, landscaping or the like in or to any of the General Common Elements and/or any renovations, finishing work or the like in or to any Hotel Secondary Unit which is the responsibility of the Declarant, and exercise all rights related thereto or reserved to or conferred upon the Declarant in accordance with the provisions of this Master Deed.

Section 9.5. Benefit of Restrictions; Enforcement.

The foregoing restrictions on the permitted uses of the Hotel Secondary Units shall be for the benefit of all Hotel Secondary Owners, and shall be enforceable by the Hotel Secondary Trustees and any Hotel Secondary Owner. Such restrictions are intended to be perpetual, and, to that end, may be extended by the Hotel Secondary Trustees as permitted or required by law for the continued enforceability thereof.

ARTICLE 10 - RIGHT OF FIRST REFUSAL

Section 10.1 Right of First Refusal of Declarant.

The Declarant shall have the following right of first refusal in the event a Hotel Secondary Owner (the "Offeree Owner") desires to sell or convey any Hotel Secondary Unit (the "Offered Property").

The Offeree Owner shall deliver to the Declarant a written notice (the "Offer Notice"), by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery, (i) certifying that the Offeree Owner has received a bona fide offer from a third party to purchase the Offered Property and that the Offeree Owner wishes to accept such proposal, (ii) giving the name of the entity making such offer (the "Proposed Purchaser"), and (iii) identifying in reasonable detail the material terms of the offer including, but not limited to, the purchase price, any advance deposits and the time at which the transfer is to be consummated and (iv) enclosing a copy of the proposal signed by the Proposed Purchaser (the "Offer Terms").

The Declarant, by sending to such Offeree Owner not later than twenty (20) days after receipt of an Offer Notice, written notice, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery, may elect to purchase such Offered Property (or to cause the same to be purchased by its designee), pursuant to the Offer Terms. In the event the Declarant fails to accept such offer within twenty (20) days after receipt of the Offer Notice, or waive such election in writing within such twenty (20)-day period, the Offeree Owner shall be entitled to transfer the Offered Property to the Proposed Purchaser strictly in conformance with the terms set forth in the Offer Terms. In the event the Offeree Owner shall not, within a ninety day period after the Offer Notice (or such later date for closing provided in the Offer Terms), so consummate the transaction, then the Offeree Owner shall be required to again comply with all the terms and provisions of this Article 10 prior to selling the Offered Property.

Section 10.2 Purchase and Sale Agreement.

If the Declarant shall timely elect to purchase the Offered Property, or to cause the same to be purchased by its designee, the Offeree Owner and the Declarant, within twenty (20) days following delivery of the Declarant's notice of election, shall in good faith enter into an agreement of purchase and sale on the same terms as the Offer Terms (the "Purchase and Sale Agreement"). Title to the Offered Property shall close, in accordance with the terms of the Purchase and Sale Agreement. At the closing, the Offeree Owner, shall convey the Offered Property to the Declarant, or its designee, in accordance with the terms of the Purchase and Sale Agreement.

Section 10.3 Exceptions to Right of First Refusal.

The provisions of this Article 10 shall not apply to the sale or conveyance of any Hotel Secondary Unit: (a) from the Declarant; (b) from a Hotel Secondary Owner to his or her spouse, adult children, parents, adult siblings or to any combination of them, or to a trust for the benefit of any one or more of them and/or any one or more minor children of any of them (collectively, "family members"), or to any "affiliate" (as defined below) of the Hotel Secondary Owner or the owner of any controlling interest in a Hotel Secondary Owner which is a corporation, partnership, limited liability company or other entity; (c) to any proper officer conducting the sale of a Hotel Secondary Unit in connection with the foreclosure of a Mortgage or other lien covering the same or delivering a deed in lieu of such foreclosure; or (d) from a Mortgagee or its nominee, who has acquired title to any Hotel Secondary Unit at any foreclosure sale of the Mortgagee or by deed in lieu of such foreclosure delivered in a bona fide transaction; provided, however, that each succeeding Hotel Secondary Owner shall be bound by, and its Hotel Secondary Unit shall be subject to, all of the provisions of this Article 10. The term "affiliate" shall be deemed to be any

individual or entity that owns 50% or more of the legal and beneficial interest of such Hotel Secondary Owner or owner of an interest in a Hotel Secondary Owner, as the case may be (with respect to a Hotel Secondary Owner which is not an individual), or any entity with respect to which such Hotel Secondary Owner or owner of an interest in a Hotel Secondary Owner, as the case may be (individual or otherwise), owns 50% or more of the legal and beneficial interest. In addition to the foregoing, any Hotel Secondary Owner shall be free to convey or transfer his or her Hotel Secondary Unit by gift, or may devise the same by will, or have his or her Hotel Secondary Unit pass by intestacy, without complying with the provisions of this Article 10 provided, however, that each succeeding owner shall be bound by, and his or her Hotel Secondary Unit shall be subject to, the provisions of this Article 10.

Further, the provisions of this Article 10 shall not apply to the rental or lease of any Hotel Secondary Unit pursuant to the provisions of Section 9.3.

Section 10.4 Corporate Transactions.

If a Hotel Secondary Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock, or if a Hotel Secondary Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case, other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Hotel Secondary Unit owned by such entity to the right of first refusal as described in this Article 10.

Section 10.5 Violation of Right of First Refusal.

Any purported sale of a Hotel Secondary Unit in violation of this Article 10 shall, at the election and direction of the Declarant, be voidable by the Hotel Secondary Trustees. If the Declarant shall so elect, the Hotel Secondary Owners shall be deemed to have authorized and empowered the Hotel Secondary Trustees, on behalf of the Declarant, to institute legal proceedings to eject or evict the purported purchaser, in the name of such Hotel Secondary Owner as the purported seller. Such Hotel Secondary Owner shall reimburse the Hotel Secondary Trustees for all expenses (including attorneys' fees and expenses) incurred on behalf of the Declarant in connection with such proceedings, promptly upon demand. In no event shall any purported sale of a Hotel Secondary Unit in violation of this Article 10 release the Hotel Secondary Owner which is the purported seller, from any of its obligations under the Hotel Secondary Condominium Documents, whether or not such sale is voided by the Hotel Secondary Trustees, on behalf of the Declarant.

Section 10.6 Release or Waiver by Declarant of Right of First Refusal.

Subject to the terms of this Article 10, the Declarant may exercise or waive any option set forth in this Master Deed to purchase any Hotel Secondary Unit without the prior approval of the Hotel Secondary Owners. The right of first refusal contained in this Article 10 may be released or waived by the Declarant only in the manner provided herein. The Declarant may establish reasonable fees for the consideration of any right of first refusal, which shall be payable by the selling Hotel Secondary Owner. A certificate executed and acknowledged by the Declarant stating that the provisions of this Article 10 have been satisfied by a Hotel Secondary Owner or stating that the right of first refusal contained therein has been duly released or waived by the Declarant and that, as a result thereof, the rights of the Declarant have terminated, shall be conclusive and binding upon the Declarant in favor of all persons who rely on such certificate in good faith.

Section 10.7 Mortgages.

Each Hotel Secondary Owner shall have the right to mortgage his or her Hotel Secondary Unit without restriction.

Section 10.8 Assignment By Declarant.

Declarant shall have the right, without obtaining the prior consent of the Hotel Secondary Trustees or any of the Hotel Secondary Owners, to assign its rights under this Article 10 to any affiliate of the Declarant.

ARTICLE 11 - ALTERATION, SUBDIVISION AND COMBINATION OF HOTEL SECONDARY UNITS

Section 11.1. Alteration of Hotel Secondary Unit(s).

11.1.1 No Hotel Secondary Owner shall make any alterations, additions, improvements or repairs in or to its Hotel Secondary Unit which affects the structure of the Buildings, any General Common Element and/or any other Hotel Secondary Unit without obtaining the prior written consent of the Hotel Trustees and the Hotel Secondary Trustees and (but only if such work could jeopardize the soundness or safety of the Buildings) of the other affected Hotel Secondary Owner(s). Hotel Secondary Owners shall pay all laborers, materialmen and mechanics in a timely fashion so as to avoid any mechanics', materialmens' or other liens.

11.1.2 All alterations, additions, improvements or repairs which would affect the structure of the Buildings, any General Common Element and/or any other Hotel Secondary Unit shall:

(i) be made at the sole cost and expense of the Hotel Secondary Owner in accordance with plans and specifications which shall be subject to review and approval of the Hotel Trustees and the Hotel Secondary Trustees and (but only if such work could jeopardize the soundness or safety of the Buildings) of the other affected Hotel Secondary Owner, which approval shall not be unreasonably withheld;

(ii) be performed in a good and workmanlike manner and otherwise be made in compliance with this Master Deed, the Hotel Secondary Trust, the Hotel Documents and all Legal Requirements;

(iii) be performed in a manner which will not interfere with, or cause any labor disturbances or stoppages in, work within any of the Buildings being performed by Declarant, any other Hotel Secondary Owner, the Declarant of the Hotel Condominium or any Unit Owner; and

(iv) be performed only during such days and hours as may be specified by the Hotel Trustees and/or the Hotel Secondary Trustees, and only by those architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the then approved list of the Hotel Trustees and/or the Hotel Secondary Trustees, which list is to be prepared and amended from time to time by the Hotel Trustees and/or the Hotel Secondary Trustees.

11.1.3 All other alterations, additions, improvements or repairs (i.e., those which would not affect the structure of any of the Buildings, any General Common Element and/or any other Hotel Secondary Unit) shall:

(i) be made at the sole cost and expense of the Hotel Secondary Owner;

(ii) be performed in a good and workmanlike manner and otherwise be made in compliance with this Master Deed, the Hotel Secondary Trust, the Hotel Documents and all Legal Requirements; and

(iii) be performed in a manner which will not interfere with, or cause any labor disturbances or stoppages in, work within the Building being performed by the Declarant, any other Hotel Secondary Owner, the Declarant of the Hotel Condominium or any Unit Owner.

11.1.4. The Hotel Secondary Owner making any such alterations, additions, improvements or repairs shall, if required by the Hotel Trustees and/or the Hotel Secondary Trustees, pay the cost of: (a) any necessary amendment of this Master Deed, the Hotel Secondary Trust, or the Hotel Documents required by such alterations, additions, improvements or repairs and review of such amendment; (b) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any such alterations, additions, improvements or repairs; and (c) any reasonable architectural, engineering and legal fees incurred by the Hotel Trustees and/or the Hotel Secondary Trustees in connection with any such alterations, additions, improvements or repairs.

Section 11.2. Combination of Hotel Secondary Unit(s)

At any time, and from time to time, without the necessity of the consent of any other Hotel Secondary Owner (or any Mortgagee thereof), a Hotel Secondary Owner, with the consent of any Mortgagee holding a mortgage on such Hotel Secondary Unit and subject to the approval of the Hotel Trustees, may, subject to Chapter 183A, (i) subdivide (which term shall include the relocation of interior walls, ceilings, or other boundaries within the Hotel Secondary Unit being subdivided) its Hotel Secondary Unit into two or more separate Hotel Secondary Units, and in connection therewith, to create from portions of the original Hotel Secondary Unit, General Common Elements to be shared among the owner(s) of the newly created Hotel Secondary Units and any existing Hotel Secondary Units, or to relocate (or in the case of hallways or similar General Common Elements, discontinue) existing General Common Elements and/or Hotel General Common Elements located within the original Hotel Secondary Unit (provided any such relocation does not materially and adversely affect any other Hotel Secondary Owner's and/or Unit Owner's use and enjoyment of its Hotel Secondary Unit or Unit, or the General Common Elements and/or Hotel General Common Elements being relocated or discontinued, as applicable), or (ii) combine two or more Hotel Secondary Units into one or more larger Hotel Secondary Unit(s), and in connection therewith, to relocate (or in the case of hallways or similar General Common Elements, discontinue) General Common Elements and/or Hotel General Common Elements located within the original Hotel Secondary Unit, provided such relocation (or discontinuance) does not materially and adversely affect any other Hotel Secondary Owner and/or Unit Owner's use and enjoyment of its Hotel Secondary Unit or Unit, or the General Common Elements and/or Hotel General Common Elements being relocated or discontinued, as applicable.

Any subdivision or combination of Hotel Secondary Units shall not result in a violation of any Legal Requirements, including any zoning approvals applicable to the Hotel Secondary Condominium, nor result in any increase or decrease to the percentage interest of any other Hotel Secondary Owner in the General Common Elements or any change in any Unit Owner's rights in and to any Hotel General Common Elements, or otherwise affect the obligations of any other Hotel Secondary Owner, other than the Hotel Secondary Owner undertaking such subdivision or combination. After any such subdivision, the percentage interests in the General Common Elements of the newly created Hotel Secondary Units shall equal the total percentage interests in the General Common Elements of the original Hotel Secondary Unit so divided. After any such combination, the percentage interests in the General Common

Elements of the resulting Hotel Secondary Unit shall equal the total percentage interests in the General Common Elements of the Hotel Secondary Units so combined.

No subdivision or combination of Hotel Secondary Units shall become effective until notice thereof is delivered to the Hotel Secondary Trustees, and an amendment to this Master Deed is recorded by the Hotel Secondary Owner causing such subdivision or combination. If any such subdivision or combination requires the approval of the Hotel Trustees no subdivision or combination of Hotel Secondary Units shall become effective until notice thereof is also delivered to the Hotel Trustees and an amendment to the Hotel Master Deed is recorded by the Hotel Secondary Owner causing such subdivision or combination. Such amendment(s) shall be in a form reasonably satisfactory to the Hotel Secondary Trustees and/or Hotel Trustees, as applicable, shall be in accordance with Chapter 183A, and shall contain (i) a description of the newly created Hotel Secondary Unit, (ii) amended floor plans showing the Hotel Secondary Unit created thereby, (iii) a revised Exhibit B to the Master Deed and/or Hotel Master Deed, as applicable, setting forth the new percentage interest of the newly created Hotel Secondary Unit in the General Common Elements and/or Hotel General Common Elements, as applicable, provided that in the case of any subdivision of a Hotel Secondary Unit, the Hotel Secondary Trustees shall be entitled to approve the reallocation of the percentage interests of the original Hotel Secondary Unit among the owners of the newly created Hotel Secondary Units, which approval shall not be unreasonably withheld, conditioned or delayed, and (iv) a description of any changes to the General Common Elements and/or Hotel General Common Elements resulting from such subdivision or combination. The costs and expenses of recording and preparing the foregoing amendment(s) (including attorneys' fees) shall be borne by the Hotel Secondary Owner undertaking the subdivision or combination.

By the acceptance of a Hotel Secondary Unit deed (whether such deed is from the Declarant or from any other party), each Hotel Secondary Owner hereby expressly and irrevocably authorizes and constitutes as such owner's attorney-in-fact, the Hotel Secondary Owner electing to subdivide or combine Hotel Secondary Units to make any and all such amendments to the Master Deed and, to the extent such execution may be required by applicable law, to execute any such amendment to the Master Deed on such Hotel Secondary Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Hotel Secondary Unit.

Section 11.3. Remodel of Hotel Secondary Unit(s)

11.3.1 As more particularly described in Section 10.3 of the Hotel Master Deed, the Declarant of the Hotel Condominium reserves the right and the Hotel Unit Owner, as the assignee of the Declarant of the Hotel Condominium, shall have the right, without the necessity of the consent of the Hotel Trustees, the Suites Trustees, the Hotel Secondary Trustees, the Suites Unit Owner or any Suite Owner or Hotel Secondary Owner (or any of their respective mortgagees), subject to 183A, to perform at any one time, or from time to time, the Remodel Phases.

As provided in Section 10.3 of the Hotel Master Deed, upon completion of any Remodel Phase, the Hotel Unit Owner and the Suites Unit Owner shall promptly enter into an amendment to the Hotel Master Deed to accomplish the following: (i) expansion of the definition of the Suites Unit to include the applicable portion(s) of the Hotel Unit, and inclusion of revised Hotel Plans and a revised description of the Suites Unit and the Hotel Unit, (ii) conversion of applicable portions of the Hotel Unit and/or Hotel Unit Garden/Terraces to Suites Unit Garden/Terrace(s) and/or Suites Unit Shower Area(s); (iii) revision of percentages of beneficial interest in Hotel General Common Elements as set forth in Exhibit E attached to the Hotel Master Deed; and (iv) an appropriate reallocation of cost sharing of various common expenses payable under the Hotel Documents.

Upon any such amendment to the Hotel Master Deed, the Hotel Secondary Trustees shall cause this Master Deed similarly to be amended to reflect the Remodel Phase(s) in the Hotel Secondary Condominium and to accomplish the following: (i) expansion of the definition of the Hotel Secondary Units to reflect the expansion of the Hotel Unit, and inclusion of revised Plans, (ii) the addition of new Hote Unit Garden/Terrace(s); and (iii) revision of percentages of beneficial interest in General Common Elements as set forth in Exhibit E attached to this Master Deed

11.3.2 Notwithstanding any other provision in this Master Deed, the Hotel Secondary Trust or the Hotel Documents to the contrary, the Declarant of the Hotel Condominium or the Hotel Unit Owner, as assignee of the Declarant of the Hotel Condominium, shall have the rights necessary to carry out the construction of the Remodel Phases, as well as any subsequent renovation, remodeling and/or reconstruction of the Remodel Phases, as more particularly described in Section 10.3 of the Hotel Master Deed, which rights shall include, without limitation, the right to close portions of the Hotel Unit and/or Hotel General Common Elements for periods not to exceed, in the aggregate, (i) nine (9) months, annually, at any time prior to the fourth (4th) anniversary of the date of the Hotel Master Deed, and (ii) six (6) months, annually, at any time subsequent to the fourth (4th) anniversary of date of the Hotel Master Deed, all to the extent reasonably necessary to effectuate such construction or subsequent renovation, remodeling and/or reconstruction, as the case may be.

Section 11.4. Insurance Requirements.

Any Hotel Secondary Owner(s) undertaking construction in its Hotel Secondary Unit, whether in connection with the exercise of its rights under this Article 11 or otherwise, shall maintain additional insurance in full force and effect throughout the construction period, as may be required by the Hotel Trustees and/or Hotel Secondary Trustees. Any such Hotel Secondary Owner(s) further agree that any construction shall be performed in a good and workmanlike manner and otherwise be made in compliance with this Master Deed, the Hotel Secondary Trust, the Hotel Documents and all Legal Requirements. Any Hotel Secondary Owner performing such work shall be responsible for any damage to any other Hotel Secondary Unit, any Unit, any General Common Element, or any Hotel General Common Element caused by or attributable to such work and the Hotel Secondary Trustees shall have no liability therefor.

ARTICLE 12 - DEVELOPMENT RIGHTS AND LAND EXPANSION RIGHTS

Section 12.1. Development Rights.

12.1.1 As more particularly described in Section 12.1 of the Hotel Master Deed, the Declarant of the Hotel Condominium reserves the right and the Hotel Unit Owner, as the assignee of the Declarant of the Hotel Condominium, shall have the right, but not the obligation, without the necessity of the consent of the Hotel Trustees, the Suites Trustees, the Hotel Secondary Trustees, the Suites Unit Owner or any Suite Owner or Hotel Secondary Owner (or any of their respective mortgagees), subject to 183A, to construct at any one time, or from time to time, the Additional Phases. The approximate location, size, shape, and configuration of the Additional Phases are shown on the Hotel Phasing Plan, but are subject to change, in the sole discretion of the Declarant of the Hotel Condominium and the Hotel Unit Owner, as the assignee of the Declarant of the Hotel Condominium, prior to the amendment of the Hotel Documents, provided that such change is not material and does not negatively impact the use and enjoyment of the Initial Phase or of any previously constructed Additional Phase by the Unit Owners (including the Hotel Secondary Trustees as the Unit Owner of the Hotel Unit).

As provided in Section 12.1.3 of the Hotel Master Deed, the Declarant of the Hotel Condominium, and the Hotel Unit Owner, as the assignee of the Declarant of the Hotel Condominium, reserves the right, without any consent of any Unit Owner (including the Hotel Secondary Trustees as the

Unit Owner of the Hotel Unit and the Suites Trustees as the Unit Owner of the Suites Unit), or any Suite Owner or Hotel Secondary Owner, or any of their respective mortgagees, to amend the Hotel Master Deed to accomplish the following: (i) expansion or contraction of the boundaries of the Hotel Unit and/or the Suites Unit to include the Additional Phases, and inclusion of revised Hotel Plans and a revised description of the Hotel Unit and/or the Suites Unit, as applicable; (ii) inclusion of revised descriptions of Hotel General Common Elements and easements in such Hotel General Common Elements created or modified by the Additional Phases; (iii) revision of percentages of beneficial interest in Hotel General Common Elements as set forth in Exhibit D attached to the Hotel Master Deed, subject to modification as appropriate in the event that the Additional Phases are modified; and (iv) an appropriate reallocation of cost sharing of various common expenses payable under the Hotel Documents.

Upon any such amendment to the Hotel Master Deed, the Hotel Secondary Trustees shall cause this Master Deed similarly to be amended to reflect the Additional Phase(s) in the Hotel Secondary Condominium and to accomplish the following: (i) expansion of the definition of the Hotel Secondary Units to reflect the expansion of the Hotel Unit, and inclusion of revised Plans; (ii) inclusion of revised descriptions of the General Common Elements and easements in such General Common Elements created or modified by the Additional Phases; (iii) revision of percentages of beneficial interest in General Common Elements as set forth in Exhibit D attached to this Master Deed, subject to modification as appropriate in the event that the Additional Phases are modified; and (iv) an appropriate reallocation of cost sharing of various common expenses payable under this Master Deed and the Hotel Secondary Trust.

12.1.2 As provided in Section 12.1.4 of the Hotel Master Deed, the rights to include the Additional Phases in the Hotel Unit and/or Suites Unit under the Hotel Master Deed shall terminate and be of no further effect at the expiration (or earlier termination) of the Phase Development Period.

12.1.3 As provided in Section 12.1.7 of the Hotel Master Deed, in the event that at the expiration of the Phase Development Period, any or all of the Additional Phases has not been constructed, the Hotel Unit Owner, as assignee of the Declarant of the Hotel Condominium, shall have the right to remove any or all the Undeveloped Phase Areas from the Hotel Condominium by providing written notice thereof to the Hotel Trustees. In such event, the Hotel Trustees shall (without the need of consent of any Unit Owner, the Suites Trustees, the Hotel Secondary Trustees or any Suite Owner or Hotel Secondary Owner, or any of their respective mortgagees pursuant to and in accordance with the provisions of Article 12 of the Hotel Master Deed) promptly execute and deliver such instruments as the Hotel Unit Owner shall require to effectuate such withdrawal and further provide that fee simple title in the Undeveloped Phase Areas shall, upon the recording with the Registry of such instruments, vest in the Hotel Unit Owner or its assignee, designee or nominee free from any rights or interest therein under the Hotel Documents by the Hotel Trustees, the Unit Owners, the Suites Trustees, the Hotel Secondary Trustees or any Suites Owner or Hotel Secondary Owner. Upon such removal of such Undeveloped Phase Areas, the Hotel Unit Owner and the Hotel Trustees shall have the right (but not the obligation), without the consent of any other Unit Owner, the Suites Trustees, the Hotel Secondary Trustees or any Suites Owner or Hotel Secondary Owner, or any of their respective mortgagees pursuant to and in accordance with the provisions of this Article 12 of the Hotel Master Deed, to execute and record an Amended and Restated Master Deed of the Hotel Condominium reflecting the removal of such Undeveloped Phase Areas from the Hotel Condominium. Such Amended and Restated Master Deed shall thereupon supersede the Hotel Master Deed and shall be and constitute the Hotel Master Deed of the Hotel Condominium.

12.1.4 Notwithstanding any other provision in this Master Deed, the Hotel Secondary Trust or the Hotel Documents to the contrary, the Declarant of the Hotel Condominium or the Hotel Unit Owner, as assignee of the Declarant of the Hotel Condominium, shall have the rights necessary to carry out the construction of the Additional Phases, as well as any subsequent renovation, remodeling and/or

reconstruction of the Initial Phase, the Additional Phases, as more particularly described in Section 12.1 and 12.2 of the Hotel Master Deed, which rights shall include, without limitation, the right to close portions of the Hotel Unit and/or Hotel General Common Elements for periods not to exceed, in the aggregate, (i) nine (9) months, at any time prior to the fourth (4th) anniversary of the date of the Hotel Master Deed, and (ii) six (6) months, annually, at any time subsequent to the fourth (4th) anniversary of date of the Hotel Master Deed, all to the extent reasonably necessary to effectuate such construction or subsequent renovation, remodeling and/or reconstruction, as the case may be.

Section 12.2. Land Expansion Rights.

12.2.1 As more particularly described in Section 12.3 of the Hotel Master Deed, in the event the Declarant of the Hotel Condominium, or the Hotel Unit Owner, is or becomes the owner of a controlling interest in the Land Expansion Parcel, the Declarant of the Hotel Condominium, or the Hotel Unit Owner, shall have the right to add such additional land, and the improvements now or thereafter thereon to the Hotel Condominium, without the consent of the Hotel Trustees, any other Unit Owner (including the Suites Trustees as Unit Owner of the Suites Unit or the Hotel Secondary Trustees as the Unit Owner of the Hotel Secondary Unit), or the Suite Owners or Secondary Hotel Owners. The Land Expansion Parcel shall be subject to the use and other restrictions set forth in Exhibit F of the Hotel Master Deed.

12.2.2 As provided in Section 12.3 of the Hotel Master Deed, in the event of such an election to add the Land Expansion Parcel, the Hotel Trustees shall prepare, and the Unit Owners (including the Suites Trustees as Unit Owner of the Suites Unit and the Hotel Secondary Trustees as the Unit Owner of the Hotel Unit) shall adopt, an amendment to the Hotel Master Deed to accomplish the following: (i) expansion of the boundaries of the Hotel Condominium to include the Land Expansion Parcel, and inclusion of revised Hotel Plans and a revised description of the Hotel Unit and/or Suites Unit, as applicable; (ii) inclusion of revised descriptions of Hotel General Common Elements and easements in such Hotel General Common Elements created or modified by the Land Expansion Parcel; (iii) revision of percentages of beneficial interest in the Hotel General Common Elements; and (iv) an appropriate reallocation of cost sharing of various common expenses payable under the Hotel Documents.

Upon any such amendment to the Hotel Master Deed, the Hotel Secondary Trustees shall cause this Master Deed similarly to be amended to reflect the addition of the Land Expansion Parcel and inclusion of the same in the description of the General Common Elements.

ARTICLE 13 - AMENDMENT AND MORTGAGEE PROVISIONS

Except as otherwise provided in this Master Deed, this Master Deed may be amended only by an instrument in writing (i) signed by the Hotel Secondary Owners entitled to seventy-five percent (75%) or more of the undivided interests in the General Common Elements; (ii) assented to in writing by a majority of the Hotel Trustees; (iii) assented to in writing by a majority of the Hotel Secondary Trustees; (iv) duly recorded with the Registry; and (v) which meets the following requirements:

(1) The date on which any such instrument of amendment is first signed by a Hotel Secondary Owner shall be indicated on the instrument as the date thereof. No such instrument shall be of any force or effect unless it has been so recorded within six (6) months after such date;

(2) No instrument of amendment which alters the dimensions or percentage of the undivided interest in the General Common Elements of any Unit or materially adversely affects a Hotel Secondary Owner's exclusive rights to use any General Common Elements or materially adversely affects a Hotel

Secondary Owner's other appurtenant rights or easements shall be of any force or effect unless signed by the Hotel Secondary Owner whose rights are so affected;

(3) No instrument of amendment affecting any Hotel Secondary Unit in a manner which materially impairs the security of a Mortgage held by a Listed Mortgagee as provided in the Hotel Secondary Trust shall be of any force or effect unless the same has been consented to by such Listed Mortgagee. No amendment of this Master Deed pursuant to the specific provisions hereof relative to subdivisions, partitions and/or combination of Hotel Secondary Units or the last paragraph of this Article 13 shall be treated as an instrument impairing the security of any mortgage other than the Mortgage(s) securing such Hotel Secondary Units. Any consent of Mortgagees required under this Article 13 or under any other provision of this Master Deed shall not be unreasonably withheld, conditioned or delayed, and no consent of Mortgagees required under Chapter 183A shall be withheld unless the interests of the Mortgagee would be materially impaired by the proposed action, and failure of any such holder who receives a written request for such consent to deliver or mail a response thereto within thirty (30) days, unless otherwise specified in Chapter 183A, shall be deemed to be the giving of such consent by such holder. The consent of such holders shall be recited in any instrument of amendment requiring the same;

(4) Nothing in this Article 13 shall be deemed to impair the right of the Declarant, until the Declarant or an entity controlled by Declarant no longer holds title to any Hotel Secondary Unit, or the Hotel Secondary Trustees thereafter, to amend, alter, add to or change this Master Deed without the consent of any other Hotel Secondary Owner(s) (or any Mortgagee thereof), the Hotel Trustees, the Hotel Secondary Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant or the Hotel Secondary Trustees, as applicable, and duly recorded with the Registry, for the specific purposes of: (i) making minor, clerical or factual corrections to the provisions of this Master Deed or the Plans; or (ii) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or any 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 Hotel Secondary Unit ownerships; or (iii) bringing this Master Deed into compliance with Chapter 183A, to the extent of any non-compliance, in each case to the extent that the amendment does not materially and adversely affect any Hotel Secondary Owner's use and enjoyment of its Hotel Secondary Unit or any portion of the General Common Elements and other rights appurtenant thereto;

(5) No instrument of amendment which affects the Declarant's rights hereunder shall be effective unless, in addition to the voting requirements specified above, such amendment is signed by the Declarant; and

(6) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

ARTICLE 14 - ORGANIZATION OF HOTEL SECONDARY UNIT OWNERS

The Hotel Secondary Owners will manage and regulate the Hotel Secondary Condominium through the Hotel Secondary Trust. The Hotel Secondary Trust establishes a membership organization of which all Hotel Secondary Owners shall be members and in which such Hotel Secondary Owners shall have beneficial interests in proportions equal to the percentages of undivided interests respectively in General Common Elements set forth in Exhibit B.

The trustees of the Hotel Secondary Trust shall be appointed in the manner and in the timeframe provided for in the Hotel Secondary Trust.

ARTICLE 15 - TERMINATION OF HOTEL SECONDARY CONDOMINIUM

The Hotel Secondary Condominium shall continue and shall not be subject to an action for partition (unless terminated by casualty, loss, condemnation, or eminent domain, as more particularly described in the Hotel Secondary Trust) until such time as its withdrawal from the provisions of Chapter 183A is authorized by unanimous vote of the Hotel Secondary Owners. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Hotel Secondary Trustees, the Hotel Trustees, any Mortgagee(s) of a Hotel Secondary Unit, and Declarant (until such time as Declarant no longer holds or controls title to any Hotel Secondary Unit). With respect to any Mortgagee of a Hotel Secondary Unit, the failure of such Mortgagee who receives a written request for such consent to deliver or mail a response thereto within thirty (30) days, unless otherwise specified in Chapter 183A, shall be deemed to be the giving of such consent by such Mortgagee. In the event such withdrawal is authorized, the Hotel Secondary Condominium shall be subject to an action for partition by any Hotel Secondary Owner as if owned in common, in which event the net proceeds of sale shall be divided among all Hotel Secondary Owners in proportion to the replacement costs of the Hotel Secondary Units immediately prior to the time of partition (or immediately prior to any casualty, loss, condemnation or eminent domain, if applicable); provided, however, that no payment shall be made to a Hotel Secondary Owner until all liens on its Hotel Secondary Unit have been satisfied in full in the order of priority of the liens.

ARTICLE 16 - MISCELLANEOUS

Section 16.1 Chapter 183A. This Master Deed is intended to comply with the requirements of Chapter 183A. In all respects not specified in this Master Deed and the Hotel Secondary Trust, the relationship of the Hotel Secondary Units, the General Common Elements, the Hotel Secondary Owners and the Hotel Secondary Trustees to each other and the Hotel Secondary Condominium shall be governed by provisions of Chapter 183A, including, without limitation, provisions with respect to common expenses, funds and profits, improvement and rebuilding of common areas and facilities, and removal of the Hotel Secondary Condominium or any portion thereof from the provisions of Chapter 183A. In case any of the provisions of this Master Deed conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

Section 16.2. Covenants Running with the Land. All provisions of this Master Deed and the Hotel Secondary Trust shall, to the extent applicable, and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Hotel Secondary Units shall be subject to and shall comply with the provisions of this Master Deed, the Hotel Secondary Trust and the Hotel Documents, as the same may be amended from time to time. The acceptance of a deed or the execution of a lease or the entering into occupancy of any Hotel Secondary Unit shall constitute an agreement that the provisions of this Master Deed, the Hotel Secondary Trust and the Hotel Documents, as the same may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Hotel Secondary Unit, as though

such provisions were recited and stipulated at length in each and every deed, lease or use and occupancy agreement thereof.

Section 16.3. Hotel Secondary Trustees' Right to Cure. If any Hotel Secondary Owner shall fail to perform any work or take any action required to be done or taken by such Hotel Secondary Owner pursuant to this Master Deed or the Hotel Secondary Trust, the Hotel Secondary Trustees, after given written notice to the Mortgagee of such Hotel Secondary Unit of such failure to perform or take action and allowing such Mortgagee not less than thirty (30) days (or such reasonable shorter period in case of emergency as the Hotel Secondary Trustees shall determine) to cure any such failure may, but shall not be required to, perform such work or take such action and so assess such Hotel Secondary Owner for the costs thereof, for which such Hotel Secondary Owner shall be personally liable for in addition to and as part of such Hotel Secondary Owner's share of the General Common Elements, and until such charges are paid by such Hotel Secondary Owner, the same shall constitute a lien against such Hotel Secondary Unit pursuant to the provisions of this paragraph and the provisions of Chapter 183A, Section 6. Further, in addition to any late charges which may be imposed by the Hotel Secondary Trustees on account of any delinquency by a Hotel Secondary Owner in the payment of charges assessed to such Hotel Secondary Unit under this Master Deed and/or the Hotel Secondary Trust, the amount of any such charge shall bear interest from the date on which such charge was first due until paid at the greater of: (i) twelve percent (12%) per annum; or (ii) six percent (6%) per annum over the Base Rate (but not more than nineteen percent (19%) per annum). Such accrued interest, together with the reasonable cost of collection of any such charges (including reasonable attorneys' fees) shall be added to the amount of such charge and shall, as in the case of such charge, constitute a lien on such Hotel Secondary Unit under the terms of Chapter 183A, Section 6.

Section 16.4. Subordination of Hotel Condominium Association Lien. Any and all liens arising on the Hotel Unit by virtue of Chapter 183A, Section 6, or the Hotel Documents shall be subordinate to the Hotel Secondary Condominium Documents. However, in the event that any Hotel General Common Element Charges or other assessments assessed against the Hotel Unit by the Hotel Board of Trustees are not paid when due, the Unit Owners shall have a lien on each Hotel Secondary Unit enforceable by the Hotel Trust to the extent that the Hotel Secondary Owner has failed to pay when due any Common Element Charges or other assessments assessed, or deemed to have been assessed (as provided hereinafter), against its Hotel Secondary Unit by the Hotel Secondary Trust, which lien shall be superior to any lien on the Hotel Secondary Unit arising by virtue of Chapter 183A, Section 6 or this Master Deed. There shall be deemed to have been assessed against each Hotel Secondary Unit by the Hotel Trustees a portion of the common expenses and other assessments equal to (i) the product of: (a) the total of Hotel General Common Element Charges assessed to the Hotel Unit (excluding Hotel General Common Element Charges relating to Hotel General Common Elements which are subject to an exclusive easement to the Hotel Unit and attributable under this Master Deed to the exclusive rights of a Hotel Secondary Owner), and (b) the percentage interest of such Hotel Secondary Owner in the General Common Elements, plus (ii) any Hotel Common Element Charge assessed to the Hotel Unit for an exclusive easement in a Hotel General Common Element which is attributable under this Master Deed to the exclusive rights of a Hotel Secondary Owner.

Section 16.5. 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, captions, and table of contents are inserted only for convenience of reference and are not to control or affect the meaning, construction, interpretation, or effect of this Master Deed. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein as defined in such statute. References in the descriptions contained in this Master Deed or the Plans which include

terms like "storage area or room," and the like are made only for the sake of convenience and shall not imply any limitation on the use of any areas of the Hotel Secondary Condominium.

Section 16.6. Declarant. In the event there are any unsold Hotel Secondary Units, the Declarant shall have the same rights and obligations as other Hotel Secondary Owners with respect to such unsold Hotel Secondary Units. The Declarant's rights as declarant are assignable in whole or in part to a successor declarant. Declarant also reserves the right to collaterally assign all of its right, title and interest as declarant to any Mortgagee, including a construction lender. Furthermore, Declarant specifically reserves the right to assign its right, title and interest as declarant hereunder to a financial institution or real estate investment trust, including without limitation a commercial bank, a state retirement system, an insurance company, a university endowment, or an investment bank, provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed. Notwithstanding the foregoing, if the Declarant assigns its rights, title and interest hereunder to a Mortgagee, such Mortgagee shall only be bound by such obligations of the Declarant to the extent such Mortgagee expressly assumes them in writing at the time of such assignment or to the extent such obligations are appurtenant to any Hotel Secondary Units to which such Mortgagee becomes Declarant's successor-in-interest.

Section 16.7 Severability. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed. In such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

Section 16.8 Waiver. No provision of this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce such provision, irrespective of the number of violations or breaches which may occur.

Section 16.9 Counterparts. This instrument may be executed in any number of duplicate counterparts, each of which shall be deemed an original for all purposes.

EXHIBIT A

**LEGAL DESCRIPTION OF LAND
AND APPURTENANT EASEMENTS**

The land with the buildings thereon, situated in the Town of Edgartown, County of Dukes, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL ONE: (Unregistered Land)

Situated in that part of Edgartown called "Starbuck Neck" and being the premises shown as LOT 1 on Plan of land entitled "Plan of Land in Edgartown, Mass. For Harborview Hotels Associates Limited Partnership dated March 25, 1986 Scale 1" = 30° Edward E. Kelley, reg. Land Surveyor, Cummaquid, Mass.", which said plan is duly recorded in Dukes County Registry of Deeds in Edgartown Case File No. 390.

PARCEL THREE: (Unregistered Land)

A certain parcel of land with the buildings thereon situated in Edgartown, County of Dukes, Commonwealth of Massachusetts, being Lot 2 on a "Plan of Land in Edgartown, Mass. Surveyed for Harbor View Hotel Co., Inc., September 22, 1977 Scale 1" = 40' Dean R. Swift Reg'd Land Surveyor Vineyard Haven, Mass." Recorded with Dukes County Registry of Deeds in Edgartown Case File 149, to which plan reference is hereby made for a more particular description thereof, and containing 20,034 square feet of land, more or less, according to said plan.

The premises described above is the same premises as labeled "Parcel One" and "Parcel Four" and that are depicted on a certain survey created by Schofield, Barbini & Hoehm, Inc., dated December 6, 2006.

EXHIBIT B**DESCRIPTION OF HOTEL SECONDARY UNITS
AND PERCENTAGE INTEREST IN COMMON ELEMENTS UNDER INITIAL PHASE**

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET*	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON ELEMENTS TO WHICH UNIT HAS ACCESS	PERCENTAGE INTEREST OF UNIT IN GENERAL COMMON ELEMENTS
Main Hotel Unit	Main Building Huxford Cottage Rowley Cottage Osborne Cottage Morse Cottage Luce Cottage Collins Cottage Bradley Cottage Snow Cottage Mayhew Cottage Amenities, Parking Areas Garden/Lawn Areas, and Walkways	213,670 SF	N/A	Hotel Unit Garden/Terraces	97.8%
Ancillary Hotel Unit	Main Building	4,724 SF	N/A	N/A	2.2%

* Square footage approximations listed above are based on measurements obtained by the architect who prepared the floor plans filed herewith. The approximations may be based on total square footage, so called, and may not correspond with the square footage of useable space, so called. The Declarant has not independently verified the square footage listed above, and the Declarant expressly disclaims any warranty as to the precision of the approximation given above.

EXHIBIT C

SCHEDULE OF PLANS

1. Sheet A1.01 (Overview Plan), prepared by Beacon Architectural Associates
2. Sheet A2.01 (Main Building First Floor Plan), prepared by Beacon Architectural Associates
3. Sheet A2.02 (Main Building Second Floor Plan), prepared by Beacon Architectural Associates
4. Sheet A2.03 (Main Building Third Floor Plan), prepared by Beacon Architectural Associates
5. Sheet A2.04 (Main Building Fourth Floor Plan), prepared by Beacon Architectural Associates

EXHIBIT D

**PERCENTAGE INTEREST IN GENERAL COMMON ELEMENTS OF UNITS AFTER
COMPLETION OF ADDITIONAL PHASES**

The Percentage Interests of the Hotel Secondary Units in the General Common Elements following completion of the various Additional Phases (and subsequent adoption of an amendment to the Hotel Master Deed incorporating such Additional Phase(s)), shall be determined as follows:

Upon the adoption of any amendment to the Hotel Master Deed incorporating the Additional Phase(s) into the Hotel Master Deed, a corresponding amendment to the Master Deed shall be adopted to reflect any modifications to the Hotel Unit, and the Percentage Interest of each Hotel Secondary Unit in the General Common Elements of the Hotel Secondary Condominium shall redetermined on the basis of the approximate relation that the fair value of each Hotel Secondary Unit as of the date of the applicable amendment to the Master Deed bears to the aggregate fair value of all the Hotel Secondary Units, as determined by the Hotel Secondary Trustees.

EXHIBIT E

**PERCENTAGE INTEREST IN GENERAL COMMON ELEMENTS OF HOTEL SECONDARY
UNITS AFTER COMPLETION OF REMODEL PHASES**

The Percentage Interests of the Hotel Secondary Units in the General Common Elements following completion of the various Remodel Phases (and subsequent adoption of an amendment to the Hotel Master Deed incorporating such Remodel Phase(s)), shall be determined as follows:

Upon the adoption of any amendment to the Hotel Master Deed incorporating the Remodel Phase(s) into the Hotel Master Deed, a corresponding amendment to this Master Deed shall be adopted to reflect any modifications to the Hotel Unit, and the Percentage Interest of each Hotel Secondary Unit in the General Common Elements of the Hotel Secondary Condominium shall redetermined on the basis of the approximate relation that the fair value of each Hotel Secondary Unit as of the date of the applicable amendment to the Master Deed bears to the aggregate fair value of all the Hotel Secondary Units, as determined by the Hotel Secondary Trustees.

Attest:

Janne E. Powers Register