

## Quansoo Beach Association

### 2023 Amendment to By-Laws

By Resolution passed on \_\_\_\_\_, 202\_, the By-Laws of the Quansoo Beach Association, Inc., a Massachusetts nonprofit corporation, are hereby amended as follows:

- 1) Article III, Section 3, is deleted in its entirety and replaced with the following:

Only natural persons may be members of this Association. A conveyance of beach property on Quansoo Beach (a "Property") to a corporation, trust, limited liability company or other entity (collectively, "Entity") shall not be approved unless it shall have subjected itself and that property to the provisions of the Agreement of August 9, 1969, mentioned in subdivision a. of Section 2., as if a member, by an instrument in recordable form. Thereupon, one or more beneficiaries of that trust, or members of that corporation, limited liability company or other entity (collectively, "Beneficial Owners" or a "Beneficial Owner"), provided such Beneficial Owners are also all parents, siblings, spouses or descendants of one specified person, may apply for and be elected to membership in this Association. Each Property shall be entitled to one vote in the Association. To that end, whenever any Entity owning a Property has more than one Beneficial Owner, such persons shall (a) determine and designate which one person is to be authorized and entitled to cast votes and execute instruments in connection with the Association, and (b) notify the Secretary of the Association of such designation by a notice in writing signed by the Entity. Any such designation shall take effect upon receipt by the Secretary and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Secretary may designate any one such Beneficial Owners for such purposes. The membership in this Association of a Beneficial Owner shall terminate upon his or her ceasing to be a Beneficial Owner, or upon such Entity's ceasing to be an owner of a Property.

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The proposed changes will replace the existing section shown below. The intent is to clarify the membership and voting rights associated with beach lots on Quansoo Beach. Generations have passed since the incorporation of the Association, leaving ownership spread across several people and families. Members have wanted to convey ownership of their lot to a trust, an LLC, an LLP, or some other legal entity, to adapt to the reality of multiple owners. The intent of the changes is to ensure that there is a single vote per lot and that correspondence or negotiation on issues associated with that lot may be made with a single individual.

Section 3. Only natural persons may be members of this Association. A conveyance of beach property on Quansoo Beach to a corporation shall not be approved unless it shall have subjected itself and that property to the

provisions of the Agreement of August 9, 1969, mentioned in subdivision a. of Section 2., as if a member, by an instrument in recordable form. Thereupon, one or more members of that corporation who are also parents, siblings, spouses, or descendants of one specified person, each of whom maintains a separate household on Martha's Vineyard, may apply for and be elected to membership in this Association. If there should be more than one such member of the owner corporation, one may be elected to Class A membership, and the other or others to Class C membership. The membership of such persons in this Association shall terminate upon their ceasing to be members of the owner corporation or upon that corporation's ceasing to be an owner of beach property upon Quansoo Beach.

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The reference "Agreement of August 9, 1969" refers to the original agreement in the founding of the Quansoo Beach Association. In it, the founding members agreed to share their individual properties or lots. A selection of the document is shown below.

#### RESTRICTIONS AND EASEMENTS

1. Each party, for himself and his heirs, devisees, successors and assigns, now gives and grants to each of the others, his heirs, devisees, successors and assigns, an easement and right of ingress, egress, and passage, on foot only, to, over and across, and to use, such grantor's aforesaid parcel of property for the purpose of recreation.

2. Each party agrees to use his right of way and easement in a reasonable manner so as not to interfere with the reasonable use of the servient tenement by the owner thereof or his family and guests, and further agrees not to commit any nuisance in the use of such easement and right of way and not to pollute the waters covered thereby or adjacent thereto or located in the vicinity of Quansoo Beach, including the adjacent ponds.

3. Each of the parties agrees that no sale or transfer of his aforesaid parcel of land or property rights shall become effective unless it be in accordance with the provisions of this Article 3.

A complete document copy is available and will be sent to members.