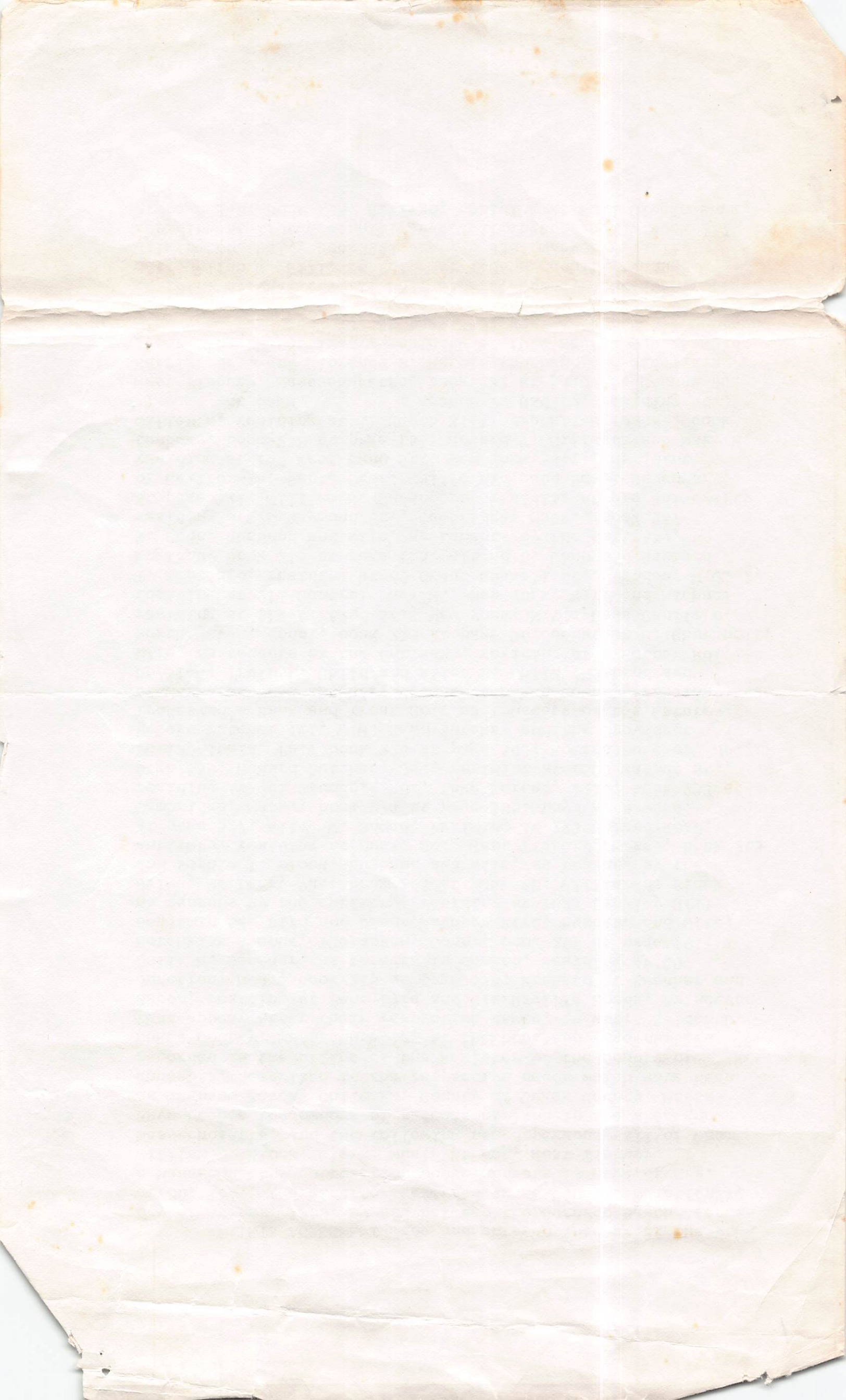


THIS AGREEMENT made and entered into as of the 9th day of August, 1969, by and between the Quansoo Beach Association, Inc., (hereinafter referred to as "the Association"), a Massachusetts corporation whose address is care of Mrs. William J. Block, Clerk, Music Street, West Tisbury, Massachusetts, and the following named persons, all of whom have become the owners of parcels of land in the area known as Quansoo Beach, Chilmark, County of Dukes County, Massachusetts, described in the respective deeds which have been recorded in the office of the Register of the County of Dukes County, Massachusetts, at the book and page numbers that appear after their respective names, to wit: Selden D. Bacon, residing at Penn-Lyfe and Clarksville Roads, Princeton Junction, N.J., book 218 at page 578; Richard H. Beecher and Julia H. Beecher, as tenants in common, residing at 40 Hotchkiss Avenue, Thomaston, Conn., book 269 at page 191; Benjamin Lee Bird and Diana Washbon Bird, husband and wife, as tenants by the entirety, residing at 1023 Langley Hill Drive, Mc Lean, Va., book 263 at page 60; William J. Block and Sophia T. Block, husband and wife, as tenants by the entirety, residing at Music St., West Tisbury, Mass., book 263 at page 527; Alice W. Bowen, residing at 273 Upland Road, Cambridge, Mass., book 274 at page 385; Loyd W. Bowers, residing at 461 Saunders Rd., Lake Forest, Ill., book 233 at page 555; Howard Butcher, Jr., residing at 1500 Walnut St., Philadelphia, Pa., book 228 at page 503; Howard Butcher, Jr., Howard Butcher III, W.W. Keen Butcher and the Provident Tradesmen's Bank and Trust Co., as Trustees of the Estate of Margaret Keen Butcher, deceased, Dukes County Probates D6/3144; Irvin L. Child and Alice B. Child, husband and wife, as tenants by the entirety, residing at 2 Cooper Rd., North Haven, Conn., book 219 at page 36; Jonathan H. Churchill, residing at 212 E. 62nd St., New York, N.Y., Cass Canfield, residing at 211 Central Park W., New York, N.Y. and Michael T. Canfield, residing at 69 Great Russell St., London, W.C. 1, England, book 215 at page 118; Alfred B. Cohn and Barbara N. Cohn, husband and wife, as tenants by the entirety, residing at 79 Raymond St., Cambridge, Mass., book 267 at page 321; William H. Davenport, residing at c/o University of California, Santa Cruz, California, and Pearl Davenport, residing at 145 East 82nd St., New York, N.Y., as joint tenants, book 238 at page 158; Howard F. Gillette and Mary H. Gillette, residing at 11 Heath Hill, Brookline, Mass., book at page ; Arthur T. Hadley, residing at West Tisbury, Massachusetts, book 232 at page 28; George B. Harris, Jr., and Florence B. Harris, husband and wife, as tenants by the entirety, residing at 1014 Merion Square Road, Gladwyne, Pa., book 237 at page 399; Kent A. Healy and Maureen F. Healy, husband and wife, as tenants by the entirety, residing at Chaffeeville Rd., Storrs, Conn., book 265 at page 557; Julian W. Hill, residing at 1106 Greenhill Avenue, Wilmington, Del., book 227 at page 339; Mary L.B. Hill, residing at 1106 Greenhill Ave., Wilmington, Del., Book 227 at page 340; Dora K.B. Hillman, residing at Full Circle Farm,



R.F.D. 1, Stahlstown, Pa., book 227 at page 341 and book 245 at page 429; Ann B. Hopkins, residing at West Tisbury, Mass., book 259 at page 511; Daniel Hull and Janice T. Hull, as tenants in common, residing at West Tisbury, Mass., book 232 at page 300; Richard L. Hull and Barbara T. Hull, husband and wife, as tenants by the entirety, residing at 34 Marion Dr., Manchester, Conn., book 263 at page 27; Wilfrid H. Huntington and Natalie N. Huntington, husband and wife, as tenants by the entirety, residing at Crescent St., Plympton, Mass., book 218 at page 554; Columbus O. Iselin, residing at Vineyard Haven, Mass., book 215 at page 38; Marcia T. Knowles, residing at 3542 Bayard Dr., Cincinnati, Ohio, book 233 at page 552; John S. Koch and Constance C. Koch, husband and wife, as tenants by the entirety, residing at 2952 Macomb St. N.W., Washington, D.C., book 262 at page 68; Milton Mazer and Virginia Mazer, husband and wife, as tenants by the entirety, residing at West Tisbury, Mass., book 259 at page 510; Richard R. Miller and Dorothea H. Miller, husband and wife, as tenants by the entirety, residing at Mercersburg Academy, Mercersburg, Pa., book 219 at page 124; Stanley Murphy and Polly Murphy, husband and wife, as tenants by the entirety, residing at Middle Rd., West Tisbury, Mass., book 261 at page 300; Francis H. McAdoo and Mary B. McAdoo, residing at William St., Vineyard Haven, Mass., book 215 at page 28; Kathleen M. McAlpin, residing at Chestertown, Md., Dukes County Probates, D7-4260; book 242 at page 49; Richard A. Novak and Patricia K. Novak, husband and wife, as tenants by the entirety, residing at 20 Chestnut St., Boston, Mass., book 261 at page 486; William Peltz, residing at 161 Rose Lane, Haverford, Pa., book 218 at page 117; Helen Pratt Philbin, residing at 1088 Park Avenue, New York, N.Y., book 215 at page 79; Alan Rabinowitz and Andrea W. Rabinowitz, husband and wife, as tenants by the entirety, residing at 182 Upland Rd., Cambridge, Mass., book 257 at page 474; B. Irving Rouse, also known as Benjamin I. Rouse, and Mary M. Rouse, also known as Mary Rouse, residing at 12 Ridgewood Terrace, North Haven, Conn., book 243 at page 460; John L. Saltonstall, Jr., residing at 79 Pinckney Street, Boston, Mass., book 251 at page 416; Henry Clay Smith and Nancy Wolcott Smith, husband and wife, as tenants by the entirety, residing at 843 Lantern Hill Dr., East Lansing, Mich., book 219 at page 101; Mildred L. Spalding, also known as Mildred L. Spaulding, residing at Main St., Vineyard Haven, Mass., book 235 at page 477; Carlos F. Stoddard, Jr., residing at 105 Wall St., New Haven, Conn., book 218 at page 399; Helen D. Tallman, residing at 2 Comstock Pl., Charleston, West Virginia, book 233 at page 550; Bertrand L. Taylor III, residing at 1115 Park Avenue, New York, N.Y., book 233 at page 301; Celeste C. Van Riper, residing at William St., Vineyard Haven, Mass., book 254 at page 240; Barbara T. Warburg, residing at 550 Park Ave., New York, N.Y., book 246 at page 316; Dukes County Probates D7/3945; Irving Warner, Jr., residing at River Rd., Yardley, Pa., book 233 at page 553; Sam Bass Warner, Jr., and Lyle L. Warner, husband and wife, as tenants by the entirety, residing at 1322 Granger, Ann Arbor, Mich., book 267 at page 320;

Shields Warren, residing at 301 Otis St., W. Newton, Mass., book 266 at page 382; Allen D. Whiting, residing at West Tisbury, Mass., book 259 at page 507; Daniel J. Whiting, residing at West Tisbury, Mass., book 259 at page 508; Everett D. Whiting, residing at West Tisbury, Mass., book 255 at page 208; Prudence M. Whiting, residing at West Tisbury, Mass., book 259 at page 509; Alfred M. Wilson, residing at 1105 West Ferndale Road, Wayzata, Minn., book 227 at page 337; John W.M. Whiting, residing at 15 Robinson St., Cambridge, Mass., with respect (independently of each other) to each and all of the parcels described as lots numbered 2 to 9, inc., in the deed recorded in book 255 at page 208; and Patricia Zipprodt, residing at 45 University Place, New York, N.Y., book 278 at page 466;

WITNESSETH, THAT:

Agree

WHEREAS, said owners, for the purpose of conserving, maintaining and preserving the character of their said land as a natural area, have associated themselves together as members of the Quansoo Beach Association, Inc., (hereinafter referred to, together with its successor or successors, as "the Association") and have covenanted and agreed and do hereby covenant and agree with one another that all their said described land shall be subject to the easements and restrictive provisions set forth below and that said easements and restrictions are imposed for the benefit of all said land and shall be enjoyable and enforceable by the owners, from time to time, thereof; now, therefore, they do covenant and agree as follows:

Said easements and restrictive provisions shall expire on April 1, 1999; provided, however, that their duration may be extended by the recording before April 1, 1999, of an instrument extending said provisions for not more than twenty years, signed by the owners of record at the time of recording of not less than fifty per cent of the restricted area, describing the land owned by each, describing the subject land, specifying the instrument imposing the restrictive provisions and its place of record, and naming or being signed by one or more of the owners of record of the subject land; and said restrictive provisions may be further extended by the recording of like extensions before the expiration of the prior extension.

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. There shall be a priority list which shall govern the order in which prospective transferees shall be accorded preference by the Board of Governors, which shall be as follows:

- (1) The prospective purchaser of the home on Martha's Vineyard owned by the owner of the aforesaid parcel.
- (2) A parent, sibling, spouse or descendant of the owner.
- (3) A riparian owner upon Tisbury Great Pond.
- (4) A homeowner in West Tisbury.
- (5) A homeowner in Vineyard Haven.
- (6) A homeowner elsewhere on Martha's

Vineyard.

(7) Should no-one appearing upon the list within one of the above categories purchase or acquire the parcel, the Association shall be offered it, at a fair valuation to be determined by arbitration should the owner and the Association be unable to agree upon the price.

(8) Should the Association fail to purchase it, the parcel may then be sold or transferred without further restriction.

B. To be placed upon the list under subdivisions 3 through 6, a person shall have made a dated, written application to the Association for membership and to purchase a beach lot when available. Within each of the said categories, there shall be priority in the order of the dates of the written applications.

C. Whenever a party to this agreement shall desire to dispose of his aforesaid parcel of beach property, he shall notify the Association in writing by certified or registered mail of his purpose, the name and address of his prospective transferee and the facts, if relevant, concerning the familial relationship between them or the prospective transferee's ownership of other property on Martha's Vineyard or the purpose to sell to the latter a Martha's Vineyard home of the party. Upon

receipt of such notice, the Association shall notify the party as to whether the prospective transferee is the person entitled to acquire the aforesaid parcel by the aforesaid priority list and, if not, as to the names and addresses of those enjoying higher priority and their order of preference. Upon the consummation of arrangements for the transfer of the parcel and the establishment to the satisfaction of the Board of Governors that no-one enjoying a higher priority had been denied a reasonable opportunity to acquire the parcel upon at least as favorable terms, and upon the compliance by the prospective transferee with the provisions of subdivision D hereof, the Chairman of the Board of Governors shall execute and deliver to the party a certificate in recordable form to the effect that the said prospective transferee is entitled by this agreement and the by-laws and additional restrictions of the Association to acquire the said parcel.

D. The validity of any transfer and of any approval or certification of the propriety thereof shall be contingent and conditional upon the prospective transferee applying for and accepting Class A membership in the Association and becoming a party to any and all zoning and restriction agreements among the Association and its members including this one, and subjecting his said parcel to the bylaws and additional restrictions of the Association as they now are or hereafter or thereafter may be; all in recordable form.

4. Each of the parties agrees that the provisions of Article 3 shall not apply to succession by intestacy provided that the parcel shall not thereby be subdivided and that the succeeding owner shall become a Class A member of the Association and a party to this and all other zoning and restriction agreements among the Association and its members and subject his said parcel to its bylaws and additional restrictions as they then shall be.

5. Each of the parties agrees that no parcel shall in any way be subdivided, whether by sale, gift, devise or the operation of the laws of intestacy.

6. Each of the parties agrees that no structures or improvements, permanent or temporary, of any kind, shall be erected on his said parcel.

7. Each of the parties agrees that he shall not permit any person or persons to occupy or use his said parcel, right of way or easement, except members of his family, and house guests and guests accompanied by him or them, or those who shall for the time being be in residence in the one family home on the Island of Martha's Vineyard owned by him or his spouse and who shall not exceed one family at any one time and their accompanied guests.

8. Each of the parties agrees that his said parcel shall not be leased or used for commercial purposes.

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9. Each of the parties agrees that he will not litter his own parcel or those of the other parties or the approaches thereto, or permit others to do so if in his power to hinder or prevent it.

10. Each of the parties agrees that he will not traverse, or permit to be traversed, his said parcel, or those of the other parties to this agreement, in a vehicle of any kind except when and as required for the maintenance, conservation and protection of the beach.

11. The easements and rights of way hereby given and granted shall run with the land, and the parcel of each grantor shall be both a dominant and a servient tenement with respect to such easements and rights, and each dominant tenant shall be entitled to enforce this agreement.

12. Any person or persons other than those named herein or who have executed this agreement who owns or who shall acquire a parcel of real property upon Quansoo Beach may become a party or parties to this agreement by subscribing to this agreement by certificate, to be in recordable form, upon his being admitted to Class A membership in the Association and agreeing to be bound by the provisions of its said bylaws and additional restrictions.

13. Each of the parties agrees that he will remain a member in good standing of the Association and abide by its bylaws and additional restrictions, as they shall be from time to time.

14. No restrictions, covenant, right or easement herein created may be released or waived in any manner without the written consent of all of the persons who at the time of such waiver or release shall be the owners of all of the parcels of land affected by this agreement.

15. If at any time or times any one or more of the easements, provisions, rights, covenants or restrictions created or provided for herein shall be legally determined to be unenforceable for any cause whatsoever, such fact shall not affect the enforceability of any of the other provisions, easements, rights, covenants and restrictions herein referred to.

16. In case of any violation or threatened violation of any of the easements, rights, provisions, restrictions and covenants herein referred to by any of the parties or their heirs, devisees, successors or assigns, or anyone else, a bill may be filed by any one or more of the others, or his heirs, devisees, successors or assigns, or by the Association, to obtain an injunction against the same and otherwise to enforce the agreement.

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs,

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executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the individual parties hereto have hereunto set their hands and affixed their seals and the corporate party has caused these presents to be duly executed by its duly authorized officer and its corporate seal to be affixed hereto, as on the day and year first above written.

Attest:

/S/ Sophia T. Block
Clerk

(SEAL)

The Quansoo Beach Association, Inc.,

by /S/ Florence B. Harris (L.S.)
Chairman of the Board of Governors

/S/ Florence B. Harris (L.S.)
Florence B. Harris and

/S/ George B. Harris, Jr. (L.S.)
George B. Harris, Jr.,
husband and wife, as
tenants by the entirety.
Howard Butcher, Jr. by

/S/ John J. Hill - Attorney in fact
Howard Butcher, Jr.,

/S/ Howard Butcher III (L.S.)
Howard Butcher III,

/S/ W.W. Keen Butcher (L.S.)
W.W. Keen Butcher and

Provident Tradesmen's Bank & Trust Co.,

by /S/ Harry Werner Assist.-Vice Pres.
As trustees of the Estate of
Margaret Keen Butcher, deceased.
Howard Butcher, Jr. by

/S/ John J. Hill - Attorney in fact
Howard Butcher Jr.,

/S/ Julian W. Hill (L.S.)
Julian W. Hill

/S/ Mary Louisa B. Hill (L.S.)
Mary L.B. Hill

/S/ Dora K.B. Hillman (L.S.)
Dora K.B. Hillman

/S/ Selden D. Bacon (L.S.)
Selden D. Bacon

/S/ Richard R. Miller (L.S.)
Richard R. Miller, and

/S/ Dorothea H. Miller (L.S.)
Dorothea H. Miller,
husband and wife, as
tenants by the entirety.

/S/ William L. Peltz (L.S.)
William Peltz

/S/ William J. Block (L.S.)
William J. Block and

/S/ Sophia T. Block (L.S.)
Sophia T. Block
husband and wife, as
tenants by the entirety.

/S/ Arthur T. Hadley (L.S.)
Arthur T. Hadley

/S/ Helen Pratt Philbin (L.S.)
Helen Pratt Philbin

/S/ Bertrand L. Taylor III (L.S.)
Bertrand L. Taylor III

/S/ Barbara T. Warburg (L.S.)
Barbara Warburg

/S/ Benjamin Lee Bird (L.S.)
Benjamin Lee Bird, and

/S/ Diana Washbon Bird (L.S.)
Diana Washbon Bird,
husband and wife, as
tenants by the entirety.

/S/ John S. Koch (L.S.)
John S. Koch, and

/S/ Constance C. Koch (L.S.)
Constance C. Koch,
husband and wife, as
tenants by the entirety.

/S/ William J. Block (L.S.)
William J. Block and

/S/ Sophia T. Block (L.S.)
Sophia T. Block
husband and wife, as
tenants by the entirety.

/S/ Jonathan H. Churchill (L.S.)
Jonathan H. Churchill

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/S/ Cass Canfield, Jr. (L.S.)
Cass Canfield, Jr.

/S/ Michael T. Canfield (L.S.)
Michael T. Canfield

/S/ Wilfrid H. Huntington (L.S.)
Wilfrid H. Huntington and

/S/ Natalie N. Huntington (L.S.)
Natalie N. Huntington
husband and wife, as
tenants by the entirety.

/S/ Alfred B. Cohn (L.S.)
Alfred B. Cohn, and

/S/ Barbara N. Cohn (L.S.)
Barbara N. Cohn,
husband and wife, as
tenants by the entirety.

/S/ Alice W. Bowen (L.S.)
Alice W. Bowen

/S/ Howard F. Gillette (L.S.)
Howard F. Gillette

/S/ Richard A. Novak (L.S.)
Richard A. Novak and

/S/ Patricia K. Novak (L.S.)
Patricia K. Novak,
husband and wife, as
tenants by the entirety.

/S/ Alan Rabinowitz (L.S.)
Alan Rabinowitz and

/S/ Andrea W. Rabinowitz (L.S.)
Andrea W. Rabinowitz,
husband and wife, as
tenants by the entirety.

/S/ John L. Saltonstall, Jr. (L.S.)
John L. Saltonstall, Jr.

/S/ Mary H. Gillette (L.S.)

/S/ Alfred M. Wilson (L.S.)
Alfred M. Wilson

/S/ Irving Warner, Jr. (L.S.)
Irving Warner, Jr.

/S/ Helen D. Tallman (L.S.)
Helen D. Tallman

/S/ Henry Clay Smith (L.S.)
Henry Clay Smith and

/S/ Nancy Wolcott Smith (L.S.)
Nancy Wolcott Smith,
husband and wife, as
tenants by the entirety.

/S/ Sam Bass Warner, Jr. (L.S.)
Sam Bass Warner, Jr., and

/S/ Lyle L. Warner (L.S.)
Lyle L. Warner,
husband and wife, as
tenants by the entirety.

/S/ Marcia T. Knowles (L.S.)
Marcia T. Knowles

/S/ Lloyd W. Bowers (L.S.)
Lloyd W. Bowers

/S/ Richard H. Beecher (L.S.)
Richard H. Beecher and

/S/ Julia H. Beecher (L.S.)
Julia H. Beecher,
as tenants in common.

/S/ Richard L. Hull (L.S.)
Richard L. Hull and

/S/ Barbara T. Hull (L.S.)
Barbara T. Hull,
husband and wife, as
tenants by the entirety.

/S/ B. Irving Rouse (L.S.)
B. Irving Rouse,
also known as
Benjamin I. Rouse, and

/S/ Mary Rouse (L.S.)
Mary Rouse,
also known as
Mary M. Rouse

/S/ Carlos F. Stoddard, Jr. (L.S.)
Carlos F. Stoddard, Jr.

/S/ Columbus O. Iselin (L.S.)
Columbus O. Iselin

/S/ Francis H. McAdoo (L.S.)
Francis H. McAdoo

/S/ Mary B. McAdoo (L.S.)

/S/ Mildred L. Spalding, (L.S.)
Mildred L. Spalding,
also known as
Mildred L. Spaulding

/S/ Celeste C. Van Riper (L.S.)
Celeste C. Van Riper

/S/ Stanley Murphy (L.S.)
Stanley Murphy and

/S/ Polly Murphy (L.S.)
Polly Murphy,
husband and wife, as
tenants by the entirety.

/S/ Ann B. Hopkins (L.S.)
Ann B. Hopkins

/S/ Milton Mazer (L.S.)
Milton Mazer and

/S/ Virginia Mazer (L.S.)
Virginia Mazer,
husband and wife, as
tenants by the entirety.

/S/ John W.M. Whiting (L.S.)
John W.M. Whiting

/S/ Everett D. Whiting (L.S.)
Everett D. Whiting

/S/ Allen D. Whiting (L.S.)
Allen D. Whiting

/S/ Daniel J. Whiting (L.S.)
Daniel J. Whiting

/S/ Prudence M. Whiting (L.S.)
Prudence M. Whiting

/S/ Kent A. Healy (L.S.)
Kent A. Healy and

/S/ Maureen F. Healy (L.S.)
Maureen F. Healy,
husband and wife, as
tenants by the entirety.

/S/ Patricia Zipprodt (L.S.)
Patricia Zipprodt

The Commonwealth of Massachusetts) ss.: February 2, 1971
County of Dukes County)

Then personally appeared the above named WILLIAM J. BLOCK and acknowledged the foregoing instrument to be his free act and deed, before me,

/S/ Avis S. Jolivet
Notary Public
(Mrs.) Avis S. Jolivet

(SEAL)

My commission expires Sept. 24, 1971

I, EMILY S. CLARK, residing at Seven Gates Farm, West Tisbury, County of Dukes County, in the Commonwealth of Massachusetts, having acquired from Daniel S. Whiting the parcel between the Atlantic Ocean and Tisbury Great Pond on Quansoo Beach, in Chilmark in the said County, shown as lot no. 35 on a plan entitled "Plan of land in Chilmark, Mass., drawn for John W. M. Whiting and Everett D. Whiting, October 3, 1964, Scale 1" equals 100', Hollis A. Smith, M.S., Reg'd Land Surveyor, Vineyard Haven, Mass.", recorded with Dukes County Deeds in book 255 at page 208, (for reference see book 259 at page 508 in the office of the Register of the County of Dukes County), and having been admitted to and accepted Class A membership in the Quansoo Beach Association, Inc., and agreed that I and my said parcel shall be and become subject to and bound by the provisions of its bylaws and additional restrictions as they are now or hereafter may be, do hereby adhere and become a party to that certain neighborhood zoning agreement made and entered into as of the 9th day of August, 1969, by and between the Quansoo Beach Association, Inc., and Selden D. Bacon and others, members of the said Association and owners of parcels of land in the area known as Quansoo Beach, by this instrument, intended to be recorded simultaneously therewith, with the same force and effect as if I had been one of the original parties signatory thereto;

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on this 21st day of May, 1970.

/S/ Emily S. Clark (L.S.)
EMILY S. CLARK

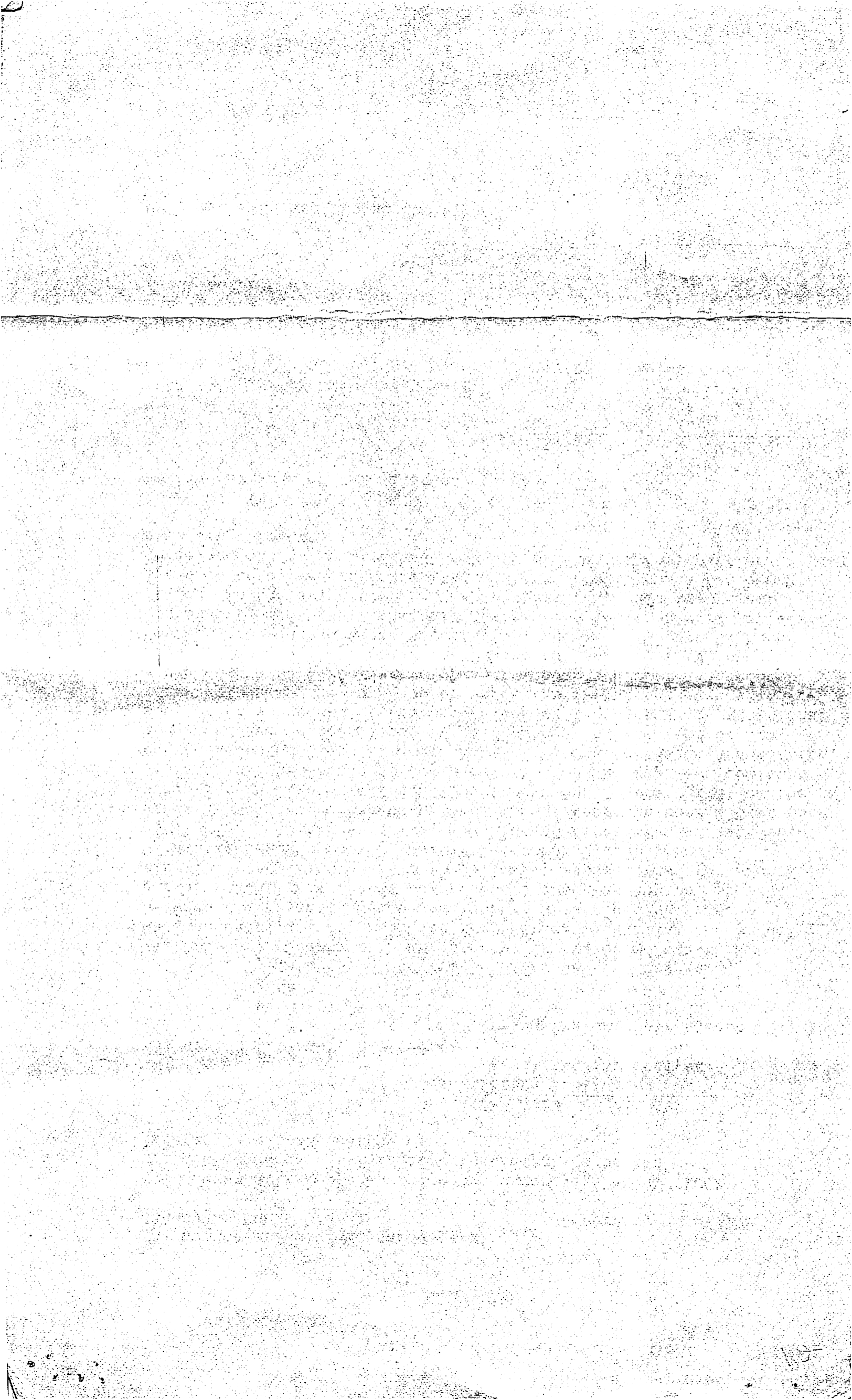
The Commonwealth of Massachusetts
County of Dukes County, ss.: May 21, 1970.

Then personally appeared the above named EMILY S. CLARK, and acknowledged the foregoing instrument to be her free act and deed, before me,

/S/ Philip J. Norton, Jr.
NOTARY PUBLIC

My Commission expires March 18, 1972

(SEAL)



CERTIFICATE

I, SONIA C. HODSON, residing at 17 Healey Street, Cambridge, Massachusetts, being the owner of the parcel of land upon Quansoo Beach, Chilmark, County of Dukes County, Massachusetts, described in the deed that has been recorded in the office of the Register of the County of Dukes County, Massachusetts, in book 282 at page 191, and being a Class A member of the Quansoo Beach Association, Inc., bound by the provisions of its by-laws and additional restrictions, do by this Certificate subscribe that certain agreement among the said Association and Selden D. Bacon, et als., members thereof, made and entered into as of the 9th day of August, 1969 (to be recorded simultaneously herewith), and become a party thereto;

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on this 15th day of June, 1970.

/S/ Sonia C. Hodson (L.S.)

The Commonwealth of Massachusetts
County of Middlesex County, ss.: 15th June, 1970.

Then personally appeared the above named Sonia C. Hodson, and acknowledged the foregoing instrument to be her free act and deed, before me,

/S/ Harold Enquist
notary public

My Commission expires October 28, 1972

(SEAL)

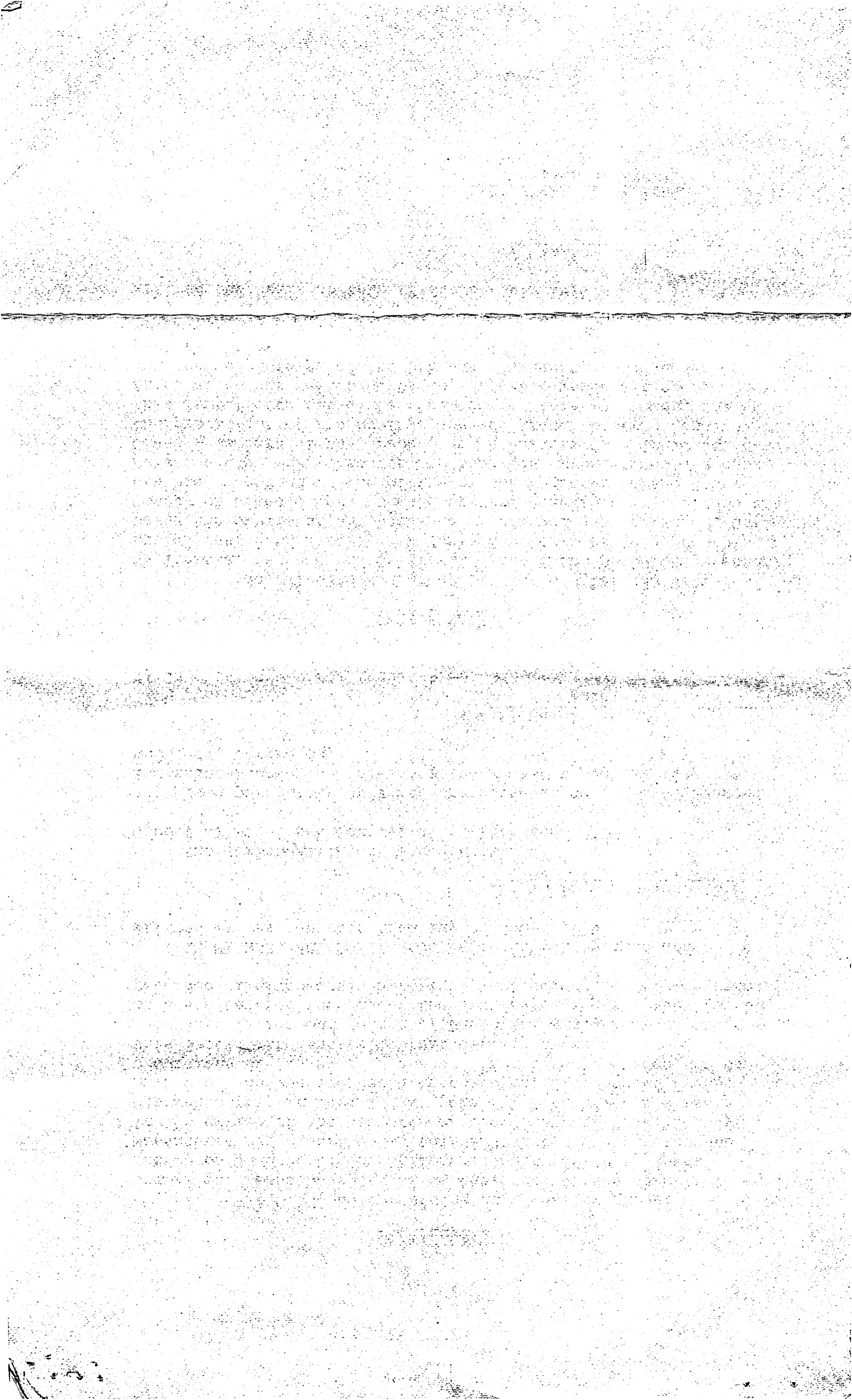
CERTIFICATE

We, WILLIAM H. DAVENPORT, residing at c/o University of California, Santa Cruz, California, and PEARL DAVENPORT, residing at 145 East 82nd Street, New York, New York, as joint tenants, being the owners of the parcel of land upon Quansoo Beach, Chilmark, County of Dukes County, Massachusetts, described in the deed that has been recorded in the office of the Register of the County of Dukes County, Massachusetts, in book 238 at page 158, and being Class A members of the Quansoo Beach Association, Inc., bound by the provisions of its by-laws and additional restrictions, do by this Certificate subscribe that certain agreement among the said Association and Selden D. Bacon, et als., members thereof, made and entered into as of the 9th day of August, 1969, and become parties thereto;

~~IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals on this 13 day of July 1970.~~

/S/ William H. Davenport (L.S.)
WILLIAM H. DAVENPORT

/S/ Pearl Y. Davenport (L.S.)
PEARL DAVENPORT



State of California
County of Santa Cruz, ss.: July 13, 1970.

Then personally appeared the above named WILLIAM H. DAVENPORT and acknowledged the foregoing instrument to be his free act and deed, before me,

/S/ Walter H. Oellerich
notary public

(SEAL)

My Commission expires Sept. 26, 1970.

CERTIFICATE

We, IRVIN L. CHILD and ALICE B. CHILD, husband and wife, as tenants by the entirety, residing at 2 Cooper Road, North Haven, Conn., being the owners of the parcel of land upon Quansoo Beach, Chilmark, County of Dukes County, Massachusetts, described in the deed that has been recorded in the office of the Register of the County of Dukes County, Massachusetts, in book 219 at page 36, and being Class A members of the Quansoo Beach Association, Inc., bound by the provisions of its by-laws and additional restrictions, do by this Certificate subscribe that certain agreement among the said Association and Selden D. Bacon, et als., members thereof, made and entered into as of the 9th day of August, 1969, and become parties thereto;

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals on this 17th day of July, 1970.

/S/ Irvin L. Child (L.S.)
IRVIN L. CHILD

/S/ Alice B. Child (L.S.)
ALICE B. CHILD

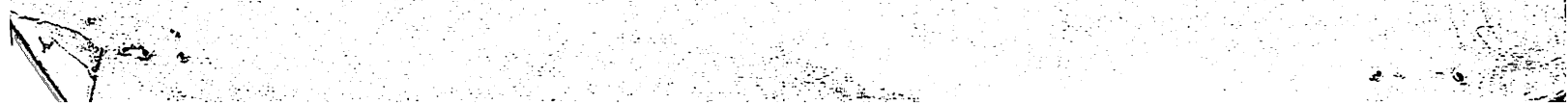
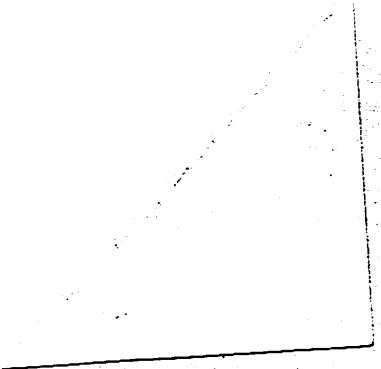
State of Connecticut
County of NewHaven, ss.: July 17, 1970

Then personally appeared the above named IRVIN L. CHILD and ALICE B. CHILD and acknowledged the foregoing instrument to be their free act and deed, before me,

/S/ George H. Olson
notary public

My Commission expires April 1, 1975

(SEAL)



CERTIFICATE

I, SHIELDS WARREN, residing at 301 Otis Street, W. Newton, Massachusetts, being the owner of the parcel of land upon Quansoo Beach, Chilmark, County of Dukes County, Massachusetts, described in the deed that has been recorded in the office of the Register of the County of Dukes County, Massachusetts, in book 266, at page 382, and being a Class A member of the Quansoo Beach Association, Inc., bound by the provisions of its by-laws and additional restrictions, do by this Certificate subscribe that certain agreement among the said Association and Selden D. Bacon, et als., members thereof, made and entered into as of the 9th day of August, 1969, and become a party thereto;

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on this 7th day of October, 1970.

/S/ Shields Warren (L.S.)
SHIELDS WARREN

The Commonwealth of Massachusetts
County of Dukes County, ss.: October 7, 1970.

Then personally appeared the above named SHIELDS WARREN and acknowledged the foregoing instrument to be his free act and deed, before me,

/S/William E. Branson
notary public

My Commission expires December 7, 1973

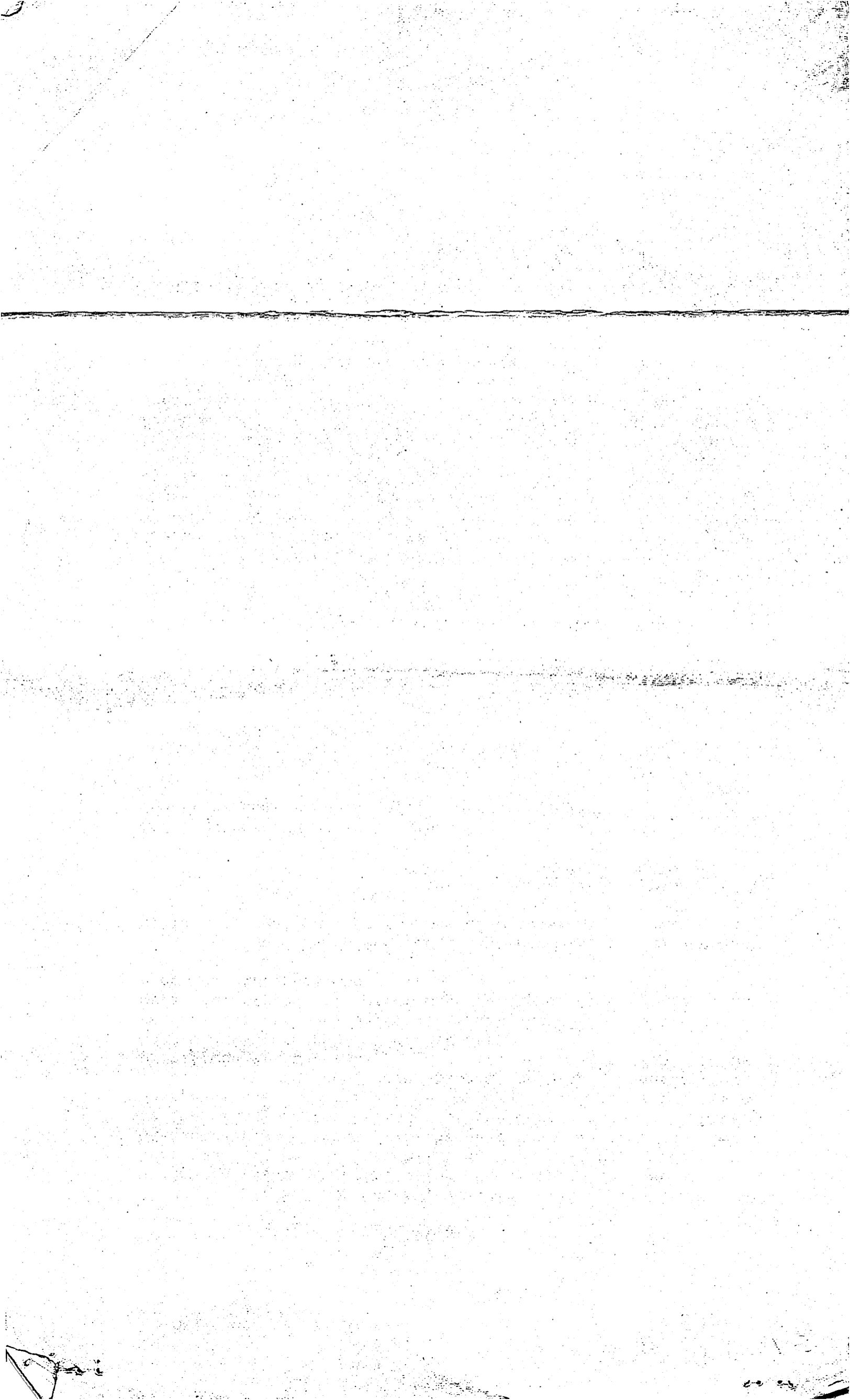
(SEAL)

CERTIFICATE

I, KATHLEEN M. McALPIN, residing at Chestertown, Maryland, being the owner of the parcel of land upon Quansoo Beach, Chilmark, County of Dukes County, Massachusetts, described in the deed that has been recorded in the office of the Register of the County of Dukes County, Massachusetts, in book 242 at page 49 (see Dukes County Probates, D7-4260), and being a Class A member of the Quansoo Beach Association, Inc., bound by the provisions of its by-laws and additional restrictions, do by this Certificate subscribe that certain agreement among the said Association and Selden D. Bacon, et als., members thereof, made and entered into as of the 9th day of August, 1969, and become a party thereto;

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on this 18th day of January 1971.

/S/ Kathleen M. McAlpin (L.S.)
KATHLEEN M. McALPIN



State of Maryland
County of Kent, ss.:

January 18, 1971

Then personally appeared the above named KATHLEEN M. McALPIN and acknowledged the foregoing instrument to be her free act and deed, before me,

/S/ Catherine L. Gordon
notary public

My commission expires July 1, 1974

(SEAL)

Edgartwon, Mass. Feb. 2, 1971, 1 o'clock and 06Pm.
Received and entered with Dukes County Deeds Book 288 Page 82

Attest:

/S/ Philip J. Norton, Register

CERTIFICATE

WE, DANIEL HULL and JANICE T. HULL, husband and wife, residing at West Hartford, Connecticut, being the owners of three parcels of land upon Quansoo Beach, Chilmark, County of Dukes County, Massachusetts, as tenants by the entirety, described respectively in three deeds dated February 1, 1971, recorded in Dukes County Registry of Deeds at Edgartown, Massachusetts in Book 288, Page 50, Book 288, Page 51, and Book 288, Page 52, and we being Class A members of the Quansoo Beach Association, Inc., acknowledging that we are bound by the provisions of its by-laws and additional restrictions, have read and do by this Certificate hereby subscribe to that certain agreement among said Association and Selden D. Bacon, et ali, members thereof, made and entered into as of the 9th day of August 1969 and recorded in said Registry in Book 288, Page 82 on February 2, 1971, and with respect to each and all of the aforesaid three parcels independently of each other, do hereby become parties to said agreement with the same force and effect as if we had executed and set our hands and seals to the original thereof.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 27 day of February 1971.

/S/ Daniel Hull
Daniel Hull

/S/ Janice T. Hull
Janice T. Hull

