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**MEMORANDUM**

TO: Unit and Interval Owners of the Harborside Inn Condominium  
FROM: Matthew W. Gaines, Esq.  
DATE: April 1, 2024  
RE: Summary of Amendments to Declaration of Trust

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Our office has been working with the Board of Trustees (the “Trustees”) of Harborside Inn Condominium Trust (the “Condominium Trust”) to amend and restate the Declaration of Trust of the Condominium. The primary goal was to modernize the document and to clear up any confusing or outdated provisions. This memorandum summarizes the significant and material changes to the Declaration of Trust. **Please note that as a result of input and comments from unit owners, some changes were made to the document from the version submitted for a vote in December 2023. We have noted those changes in this memo.**

The references to Articles and Sections below refers to the Articles and Sections in the new Amended and Restated Declaration of Trust.

- Throughout the document references were added to MGL Chapter 183B, which is the Massachusetts Time-Share Act. The Harborside Inn Condominium was created as a time-share in 1980, however, the Time-Share Act was not adopted by the Massachusetts legislature until 1987.
- Article II, Section 2.21: A new definition was added to note that when the terms “Written” or “In Writing” are used in the document, such terms shall refer to all communications including emails, text messages, and messages posted on the Unit Owners’ portal.
- Article III, Section 3.3: This Section was revised to state that the annual meeting of the unit owners will be held on the first Saturday in December, or at such other date as may be designated by the Trustees, but not more than 60 days before or after the first Saturday in December. The language requiring that the meeting be not more than 60 days before or after the first Saturday in December was added as a result of comments from unit owners. This gives the Trustees some flexibility in setting the date of the annual meeting.
- Article III, Section 3.5: This Section was revised to allow for unit owner meetings to be conducted via remote/electronic means (i.e. Zoom or some other similar platform).

- Article III, Section 3.6: This Section was revised to permit notices of unit owner meetings to be sent via email or through the unit owner portal.
- Article III, Section 3.9: This Section was revised to allow for elections and other actions taken by the unit owners to be taken by mail, email, or some other electronic/online procedure.
- Article IV, Section 4.1.1: This Section was revised to add language that Trustees must be unit owners. As a result of comments from unit owners, we deleted the language which also would have permitted domestic partners of unit owners to serve on the Board .
- Article IV, Section 4.1.4(b): This Section was revised to add language to permit the Trustees to sell, transfer, exchange, etc. any Intervals that the Trust has obtained through foreclosure or otherwise.
- Article IV, Section 4.1.4(n) – (x): Paragraphs (n) – (x) in this Section were added to grant additional powers to the Trustees. The additional powers are standard powers which are included in most documents drafted today. Please note that in paragraph (x) we added language noting that in the event the Trust leases or licenses an interval owned by the Trust, the lessee or licensee may be entitled to voting rights for that interval.
- Article IV, Section 4.1.6: This Section was revised to permit the Trustees to attend and participate in Trustee meetings via conference call or other remote means of communications.
- Article IV, Section 4.1.8: This Section was revised to permit the Trustees to vote and otherwise take action outside of a meeting, including by email.
- Article IV, Section 4.1.9: This Section was revised to add language that if any committees are established, at least one Trustee must be a member of each committee and chair each committee. In addition, language was added to note that members of any committees serve at the discretion of the Trustees, and only the Trustees have the power to add or remove committee members.
- Article IV, Section 4.5: This Section was revised to clarify that any vacancies on the Board of Trustees shall be filled by an appointment made by the then remaining Trustees. However, as a result of input from unit owners we added language stating the person so appointed will only serve until the next annual meeting of the unit owners, at which time the unit owners will vote to fill the vacancy for the remaining duration of the term.
- Article IV, Section 4.6: Based on feedback from unit owners we added language to the end of this paragraph noting that in connection with the indemnification provided, the Trust shall be given written notice of any claim for which indemnity will be sought and the opportunity to control the defense and disposition of such claim, to the extent a conflict of interest is avoided.

- Article IV, Section 4.9: This Section was revised to add language stating that in the event a Trustee is directly or indirectly involved with a vendor that the Trust is considering engaging, that Trustee must disclose such involvement and shall recuse themselves from any Board discussions concerning the vendor.
- Article V, Section 5.2: This Section was revised to note that the Trustees may charge late fees to owners for any delinquent fees. In addition, language was added stating that if an owner is delinquent in paying fees, the Trustees may prohibit the delinquent owner from occupying or leasing the Unit or Interval, prohibit the owner from voting, and prohibit the owner from using any amenities of the Condominium.
- Article V, Section 5.8: This Section was revised to add language that in the event of default by an owner in paying the common charges or interval maintenance fees, the interval owner shall be prohibited from using his/her interval or exchanging his/her interval until the charges and fees have been paid in full. In addition, during while the owner is delinquent, the interval cannot be rented outside of the Trust's rental program.
- Article V, Section 5.10: This Section, which pertains to insurance, was substantially rewritten so that customary insurance language was included regarding the types and coverages of insurance that the Condominium must have. In addition, language was added which states that the owners of the commercial units shall carry insurance for their own benefit. Also, based on comments from unit owners we noted that the Directors and Officers liability insurance must be upon such terms as are customary for the industry.
- Article V, Section 5.11(G): This Section was revised to note that the owners of the commercial units are responsible to maintain, repair and replace the commercial units.
- Article V, Section 5.14(G): This is a new paragraph which prohibits smoking within all units, buildings and grounds at the Condominium.