



FEOFFEES OF THE GRAMMAR SCHOOL  
P.O. Box 166  
Ipswich, Massachusetts 01938

June 27<sup>th</sup>, 2006

TO: Little Neck Cottage Owners

Enclosed please find two (2) copies of the proposed Little Neck Lease for your Lot for the period of July 1, 2006, through June 30, 2026.

By separate letter from our attorney, Leonard F. Femino, you have been notified that your existing tenancy at will for the Lot has been terminated as of January 31, 2007, and he has provided instructions as to the payment due for your continued use of the Lot through the end of this year.

If you are interested in surrendering your tenancy at will and establishing a new leasehold for your Lot at this time, please sign both copies of the Lease on Page 9, in the presence of a Notary Public, and return them in the enclosed envelope together with the first quarterly payment of rent due under the Lease to be received by the Feoffees on or before August 1<sup>st</sup>, 2006. We will then sign the Lease and return one original to you together with the tax bill for your Lot for the first quarter of FY2007. You will then have fourteen (14) days to forward your check to the Feoffees for payment of the tax bill.

We are hopeful that the Tax Collector will issue tax bills directly to the tenants beginning in FY2008. After that has been implemented you will be paying the rent to the Feoffees, the monthly sewer charge for actual use to LNWS, and the quarterly tax bill to the Town of Ipswich.

Our offer to lease the Lot to you pursuant to the terms of the proposed Lease will expire on August 1<sup>st</sup>. If you are not interested in establishing a new leasehold, we will, of course, honor your tenancy at will through January 31<sup>st</sup>, 2007, in accordance with Attorney Femino's letter.

Sincerely yours,

  
ALEXANDER B.C. MULHOLLAND, JR.,  
Chairman



FEOFFEES OF THE GRAMMAR SCHOOL IN THE TOWN OF IPSWICH

LITTLE NECK LEASE - SEASONAL

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the FEOFFEES OF THE GRAMMAR SCHOOL IN THE TOWN OF IPSWICH ( the "Landlord"), whose mailing address is P.O. Box 166, Ipswich, Massachusetts 01938, and RICHARD SAUNDERS, whose address is 25 Hilltop Road, Ipswich, MA 01938, (the "Tenant").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. LEASED PREMISES. Subject to the terms and conditions contained herein the Landlord leases to the Tenant Lot # 8, being a certain parcel of land located in Ipswich, Massachusetts, at Little Neck, also being identified as Parcel 8 on Ipswich Assessor Map 24C (the "Lot"). The street address for the Lot is 47 River Road.
2. USE. The Lot shall be used only between April 1<sup>st</sup> to December 31<sup>st</sup> of each year for the existing single-family seasonal private dwelling and any existing ancillary structures.
3. TERM. This lease shall be for a term of twenty (20) years commencing at 12:01 a.m. EDT on the first day of July 1<sup>st</sup>, 2006 (the "Commencement Date") and ending at 11:59 p.m. EDT on the thirtieth day of June, 2026 (the "Term").
4. ANNUAL RENT. The Tenant shall pay the Landlord annual rent at the initial rate of \$9,700.00 per year. The rent shall be due quarterly and payable in advance beginning on the 1st day of July, 2006. The rent shall be adjusted from time to time as described in Exhibit A attached hereto. Rent shall be paid to the Landlord at P.O. Box 166, Ipswich, Massachusetts 01938.
5. LATE FEES. Any rent not paid on the date the rent is due shall be assessed a late fee of fourteen (14) percent per annum for each month or portion thereof that the rent is late.
6. TAXES. The Tenant shall pay all municipal real estate taxes assessed on the Lot and the buildings erected thereon. The Landlord shall use all

reasonable efforts, working in conjunction with Little Neck tenants, to secure a direct, individual real estate tax bill for the Tenant from the Town of Ipswich. Until such time, the Tenant shall pay additional rent to the Landlord in the amount of the real estate taxes attributable to the Lot and the buildings thereon. The Landlord, upon written request of the Tenant duly made, shall make and prosecute applications for abatement of taxes. If, however, the Landlord fails to commence or thereafter diligently continue the prosecution of applications for abatement of taxes within fifteen (15) days of the Tenant's written request to so prosecute, then the Tenant shall have the right to prosecute said applications for abatement of taxes in the name of the Landlord or Tenant, provided, however, that the expenses of prosecuting such applications shall be borne by the Tenant. At the Tenant's request, Landlord shall furnish the Tenant with all data and information in the Landlord's possession necessary for Tenant's application. If the Landlord shall receive any abatement or refund of said taxes for any tax year for which the Tenant shall have paid to the Landlord any amount for said taxes, the Tenant shall be entitled to receive from the Landlord the amount thereof, less, however, the expenses (including reasonable attorney's fees) of the Landlord incurred in obtaining such abatement.

7. UTILITIES.

- (a) Water and Electric. The Tenant shall be responsible for payments of water and electric service charges to the Town of Ipswich.
- (b) Sewer. The Tenant's dwelling shall be connected to the common sewer system operated by LNWS, LLC. The Tenant shall promptly pay all fees charged for the Tenant's use of the sewer system, based upon metered water use, to LNWS, LLC,
- (c) Other Utilities. The Tenant shall provide such other utilities to their lot at their own expense.

8. PERMITS AND LICENSES. It is understood and agreed that the Tenant shall obtain all necessary certificates, permits and other approvals required by any federal, state and local authorities necessary to undertake any repair, renovations or improvements to or to occupy said Lot or building or structure erected thereon.

9. RENEWAL OF LEASE. This Lease does not grant to the Tenant any right to extend the term of the Lease or any right to renew the Lease. The Landlord agrees to provide a right of first refusal to the Tenant to enter into a new Lease for the Lot prior to the expiration of the Term. At least one hundred twenty (120) days prior to the expiration of the Term, the Landlord shall provide the Tenant with the form of the Lease which the Landlord has then adopted. The new lease shall include the anticipated rent and other charges as then calculated by the Landlord and imposed on

similar leaseholds. The Tenant shall have sixty (60) days to notify the Landlord whether it wishes to enter into the new lease upon the proposed terms. If the Tenant exercises its right of first refusal, the new lease shall be executed by the parties at least thirty (30) days prior to the expiration of the Term and the new lease shall be effective immediately upon the expiration of the Term.

10. INDEMNIFICATION. During the Term, the Tenant, subject to the provisions contained herein, agrees to indemnify, defend and save the Landlord harmless against and from any and all claims, damages, costs, expenses (including the Landlord's reasonable attorney's fees) fines, penalties and other liabilities of any and every kind and nature, to any person or property on the premises arising out of Tenant's use and occupancy of the Lot, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substance on or about the Lot to the extent the Tenant caused any such environmental occurrence, but there shall be no indemnity for any claim caused by the Landlord's negligence. If any claim or proceeding arising under the preceding sentence is brought, naming the Landlord as a party by reason of any such claim or proceeding, and the claim, proceeding, damage, loss or liability is not caused by the negligent acts of the Landlord, its agent, servants or employees, Tenant, at its own cost and expense, upon written notice from the Landlord, agrees to undertake forthwith to defend such action or proceeding and hold the Landlord harmless and indemnify the Landlord against any liability thereon which may be asserted or imposed.

For the purposes of this Section, "Hazardous Substance" shall mean waste, substance or other material which may be dangerous to health or the environment, including, without limitation, all "hazardous wastes", "hazardous materials", "hazardous substances", "toxic substances", and "oil", as defined in and/or regulated under the Resources Conservation and Recovery Act of 1976, as amended, and/or any other federal, state or local law, regulation or by-law.

11. QUIET ENJOYMENT. The Landlord covenants that the Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Lot.
12. BREACH OF CONDITION. This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder or the sewer use charges payable to LNWS, LLC, within fifteen (15) days after the rent is due, or if the Tenant shall neglect or fail to pay real estate taxes assessed on said property in accordance with G.L. c. 59, §2B, or if the Tenant shall neglect or fail to perform or observe any of the terms of any

federal, state or local law, by-law or regulation or the Rules and Regulations promulgated by the Landlord, and after receipt by the Tenant of such notice the Tenant fails to commence to cure within said sixty (60) days or thereafter fails to diligently prosecute said cure to completion or if the leasehold hereby created shall be taken on execution, or by other process of law, and such execution or other process is not satisfied or discharged within thirty (30) days thereafter or prior to a sale under said execution or other process which ever first occurs, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed (and if such person is not discharged within ninety (90) days thereafter) to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy law for relief or composition of its debts, or if the Tenant is declared bankrupt or if a mortgagee forecloses and/or takes possession of the chattel then, and in any of said cases, the Landlord lawfully may immediately or at anytime thereafter and without demand or notice enter upon the Lot or any part thereof in the name of the whole and repossess the same, including all fixtures therein and/or annexed thereto, as of the Landlord's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due if this Lease had not been terminated or if the Landlord has not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable costs of legal counsel retained by the Landlord and all expenses of the Landlord for enforcement hereunder.

13. TENANT'S TERMINATION OF LEASE. The Tenant may terminate this Lease upon 60 days' written notice to the Landlord.
14. ASSIGNMENT OF LEASE AGREEMENT. This Agreement may not be assigned or transferred by the Tenant without the written consent of the Landlord except that the Lease may be assigned to a spouse, child, grandchild, sibling, niece or nephew of the Tenant (a "Relative") to a trust, limited liability company, corporation or other legal entity owned or controlled by the Tenant or a Relative. The Tenant may sub-lease the Lot to an unrelated party for terms not to exceed one hundred twenty (120) days upon notice to, but without the requirement of the assent of, the

Landlord. A purchaser of the Tenant's dwelling shall not be permitted to assume this Lease but shall be required to execute a new lease for the Lot with the Landlord for a term of twenty (20) years in the form of lease then adopted by the Landlord for similar leaseholds with the annual rent for the first three years of the term to be set at the then current annual rent for new leaseholds as most recently determined by the Landlord.

15. COMMON AMENITIES. In addition to the exclusive use and occupancy of the Lot, the Tenant shall have the exclusive right, in common with other Little Neck tenants, to use the beaches, playgrounds, baseball field, dock, community center and other common amenities as currently provided by the Landlord for the enjoyment of the residents of Little Neck. The Landlord shall provide reasonable security at the entrance to Little Neck during peak weekends and holidays to limit access to the Tenant and other Little Neck tenants.
16. RIGHT OF FIRST REFUSAL. The Tenant acknowledges that the Landlord does not possess the legal authority or power to sell the Lot during the term of this Lease. However, if at any time during the Term, the Landlord shall receive from any person a Bona Fide Offer (as defined below) to purchase the Lot, and shall have the desire and authority to sell the Lot pursuant to such Bona Fide Offer, the Landlord shall give written notice of the same to the Tenant, together with a copy of the Bona Fide Offer. A "Bona Fide Offer" shall mean an offer in writing setting forth all relevant terms and conditions of the proposed purchase from an offeror who is ready, willing and able to consummate the purchase. Upon the Tenant's receipt of such notice, the Tenant shall then have the right and option to purchase the Lot at the purchase price and upon the other terms set forth in the Bona Fide Offer, and as soon as practicable thereafter to consummate the transaction, provided only that the Tenant exercises such right and option by written notice to the Landlord within 60 days after the Tenant's receipt of the notice of the Bona Fide Offer. If the Tenant should not, for any reason, exercise the Tenant's option to purchase the Lot as provided above, then the Landlord shall have the right to sell the Lot at the purchase price and upon the terms set forth in the Bona Fide Offer. If the Tenant shall not exercise the Tenant's option to purchase the Lot with respect to any Bona Fide Offer, and if the transaction contemplated at the purchase price and upon the terms set forth in the Bona Fide Offer, the Tenant's right of first refusal shall once again take effect with respect to such Bona Fide Offer and with respect to any subsequent Bona Fide Offer.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated by like notice) and shall be deemed received as of the earlier date five days after the date of the postmark or actual receipt hereof.

the Landlord: Feoffees of the Grammar School  
P.O. Box 166  
Ipswich, MA 01938

Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. NOTICE OF LEASE. Upon the written request of the Tenant, the Landlord agrees to execute a Notice of Lease pursuant to Massachusetts General Laws Chapter 183, Section 4, to be recorded at the Essex South District Registry of Deeds at the Tenant's expense and a copy of said Notice of Lease as recorded shall be returned to the Landlord by the Tenant.
19. BINDING EFFECT. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties thereof.
20. RIGHT OF ENTRY: Tenant agrees that the Landlord, the Landlord's agents and other representatives, shall have the right, without abatement of rent, to enter into and upon the Lot, or any part thereof, upon reasonable notice (except in the event of an emergency) for the purpose of examining the same to ensure compliance with the terms of the Lease, to make such repairs to the Lot as may be necessary for the safety and preservation thereof, provided however that such repairs (unless of an emergency nature) shall be made so as to cause a minimum of interference with the Tenant's use of the Lot.
21. TENANT'S COVENANTS. The Tenant covenants for the Term as follows:
- (a) To pay when due, all rent, taxes and sewer use fees at the time and in the manner required as provided in this Lease.
  - (b) At the expiration or earlier termination of this Lease to yield up peaceably to the Landlord the Lot in good order, repair and condition and unencumbered.
  - (c) At the expiration or earlier termination of the Lease the Tenant shall thereafter be required to remove from the Lot, within six months, any dwelling, structures and other improvements located on the Lot, at the Tenant's expense. Failure of the Tenant to remove the



Tenant's dwelling, structures and other improvements shall result in the dwelling, structures and other improvements becoming the property of the Landlord. The Tenant shall pay the Landlord the rent and other amounts due to the Landlord and LNWS, LLC, under this Lease during the period through the date of removal or forfeiture of the dwelling, structures and other improvements on the Lot. In the event the Tenant removes or forfeits the dwelling, structures and other improvements, the Tenant shall remain liable for all such amounts due and shall, in addition, be liable for the Landlord's reasonable costs of collection, including reasonable attorney's fees.

- (d) To indemnify and hold the Landlord harmless against any mechanics' or other liens arising out of the making of any alterations, repairs, additions or improvements by the Tenant. All such work by the Tenant shall be done in accordance with all requirements of law, including all governmental regulations in a good workmanlike manner, and with materials of good quality.
- (e) To comply with all local, state and federal permits, licenses or certificates.
- (f) That the Tenant will not make or suffer any waste or any unlawful, improper or offensive use of the said premises.
- (g) That the Tenant shall not erect, alter, change, reconstruct or modify any building on the Lot, or use any building for any purpose other than as a single family dwelling or an accessory structure. Prior to any construction, reconstruction, alteration, changes or modifications, as aforesaid, the Tenant must submit, to the Landlord, three complete sets of plans, to scale, that clearly delineate all such proposed work. All work must be performed in accordance with said plans. No work can be started until the Landlord approves the plans. No exterior construction work on any building shall be conducted or carried on between June 1<sup>st</sup> through September 30<sup>th</sup>, inclusive, in each year in order to preserve the peaceful enjoyment of the area for Little Neck tenants. The Tenant acknowledges that no reconstruction, addition to or modification of an existing structure on the Lot shall alter or unreasonably interfere with the water views from the dwelling of any other tenant at Little Neck existing as of the Commencement Date.
- (h) That the Tenant shall (i) keep the grass cut upon the Lot and will not allow grass and other vegetation to grow in such a manner as to become a fire hazard to any building upon the Lot or any adjacent lots and (ii) trim trees and bushes upon the Lot so as not to unreasonably interfere with the water views from the dwelling of any other tenant at Little Neck existing as of the Commencement Date.
- (i) The Tenant hereby further covenants and agrees to comply with the Rules and Regulations duly promulgated by the Landlord, as

they may be amended from time to time. Notwithstanding the foregoing, said Rules and Regulations shall not be contrary to the terms and provisions of this Lease.

- (j) The Tenant shall not drill, dig or construct any wells on the Lot.

22. LANDLORD'S COVENANTS. The Landlord covenants for the Term of this Lease, as follows:

- (a) The Landlord shall enforce the obligation of all tenants of Little Neck to keep trees and bushes trimmed so as not to unreasonably interfere with the Tenant's water views from the Tenant's dwelling existing as of the Commencement Date.
- (b) Notwithstanding anything to the contrary contained in this Lease, in the event of the damage by casualty or destruction, subsequent to the Commencement Date, of the whole or any part of the Tenant's dwelling, the Landlord shall permit the Tenant to rebuild the Tenant's dwelling to the same size, configuration and location as exists of the Commencement Date, with and subject to all necessary government approvals.
- (c) The Landlord shall not impose new Rules and Regulations without at least 60 days' written notice to the Tenant.
- (d) The Landlord shall consent to a mortgage or other security interest in the Tenant's improvements (dwelling, accessory structures, etc.) as may be sought by the Tenant.
- (e) That the Landlord represents and warrants that it is the owner of Little Neck in fee simple, and that it has the authority to enter into this Lease pursuant to Chapter 5, Section 1, of the Province Laws of 1765-66, as made perpetual by Chapter 54 of The Acts of 1786, and that upon doing so, the Tenant shall have all rights and benefits as provided in this Lease.

23. SUBORDINATION. Subject to the Tenant's receipt of a reasonable subordination and nondisturbance agreement, this Lease, and all rights of the Tenant hereunder, are and shall be subject and subordinate in all respects to all mortgages given by the Landlord which may now or hereafter affect Little Neck ("Superior Mortgages"), to each and every advance made or hereafter to be made under the Superior Mortgages, and to all renewals, modifications, replacements and extensions of the Superior Mortgages. In confirmation of such subordination, the Tenant shall timely execute and deliver any instrument, in recordable form, if required, to the holder of any Superior Mortgages or any of their respective successors in interest as may be requested to evidence such subordination.

24. COMPLETE AGREEMENT. This Lease contains all the agreements, promises and understandings between the Landlord and the Tenant and no oral agreements, promises or understandings shall be binding upon either the Landlord or the Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease shall be void and ineffective unless made in writing and signed by the parties hereto.
25. LAW GOVERNING. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

Feoffees of the Grammar School  
In the Town of Ipswich, Landlord  
By:

\_\_\_\_\_  
Its: \_\_\_\_\_

Tenant(s)

\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Tenant(s), proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name(s) is/are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared \_\_\_\_\_ proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Feoffees of the Grammar School in the Town of Ipswich.

\_\_\_\_\_  
NOTARY PUBLIC

# LITTLE NECK RULES AND REGULATIONS

Effective July 1<sup>st</sup>, 2006 – June 30<sup>th</sup>, 2007

For the safety, welfare and peaceful enjoyment of the residents of Little Neck, the Feoffees of The Grammar School in the Town of Ipswich have issued the following rules and regulations and other pertinent information.

**All cottage owners are responsible for the knowledge of the following material, both for themselves and for their guests and tenants. It is strongly recommended that a copy be posted inside each cottage.**

1. SEASONAL OCCUPANCY. Only twenty four (24) cottages may be used as year-round residences. All other cottages are for occupancy between April 1<sup>st</sup> and December 31<sup>st</sup>. This rule reaffirms the required acknowledgment signed at the time of the transfer of a cottage as to whether a cottage is year-round or seasonal. Due to the significant health, safety and liability risks which would arise in the event of the illegitimate winter occupancy of a seasonal cottage, in addition to all other remedies that may be available to the Feoffees under the Lease, the Feoffees impose a penalty of \$1,000.00 for each week between January 1<sup>st</sup> and March 31<sup>st</sup> that a seasonal cottage is occupied for residential purposes, whether by the owner or by a tenant. Such penalty shall be due within seven (7) days of the owner's receipt of written notice from the Feoffees of such violation.

2. ADDITIONS TO COTTAGES. No addition to a cottage may be made until the cottage owner provides the Feoffees with three (3) sets of plans, to scale, providing detailed information to accurately describe the size and location of the proposed addition and demonstrate that the work will not materially affect the views of any other cottage owner. No work may be started without the written consent of the Feoffees and a building permit from the Building Inspector of the Town of Ipswich. Failure to follow the foregoing procedure may result in legal action and require the demolition of any unauthorized construction. All costs of the Feoffees' action, including attorney's fees, shall be paid by an owner who breached this regulation.

3. SEWER SYSTEM. All cottage owners shall comply with the Rules and Regulations established by LNWS, LLC, and promptly pay all invoices for use of the sewer system.

4. MOTOR VEHICLES.

- 4.1 The Feoffees voted in 1998 that the Ipswich Police be able to enter and enforce all traffic rules and regulations on Little Neck. This includes the operation of unregistered motor vehicles, such as golf carts, mopeds, motor scooters, go-carts, etc.
- 4.2. The motor vehicle speed limit is 10 miles per hour. An offender will be given one written warning by the Feoffees. A second offense will result in the banning of such driver's motor vehicle from Little Neck for thirty (30) days.
- 4.3. Unregistered motor vehicles and trailers are prohibited.
- 4.4. Areas posted as "No Parking" will be strictly monitored and vehicles in violation of parking restrictions will be towed.

5. TREES. No trees may be planted that will grow above the height of any ordinary shrub. Any complaint that the Feoffees receive about tall trees obscuring another cottage owner's view will be investigated and the owner of the cottage on the lot on which the tree is located will be notified to promptly trim or remove the obstruction.

6. ANIMALS. Dog owners must properly control their animals so that their neighbors are not annoyed. Dog owners must clean up for their dogs and properly dispose of the waste. Please remember that Ipswich has a "Leash Law" and the Town's Animal Officer enforces the law. For the peaceful enjoyment of the residents, the Feoffees reserve the right to limit the number of dogs or cats in a particular cottage and to require the removal of any disruptive animals.

7. NOISY PARTIES. As complaints have been received regarding noisy parties, owners are advised unless parties are properly supervised by parents or by other persons involved, the Ipswich Police Department will be called.

8. CONDITION OF COTTAGES. Each cottage owner shall keep his or her cottage and yard in a good state of preservation and cleanliness.

9. IDENTIFICATION OF COTTAGES. Each cottage owner shall identify his or her cottage with a street number visible from the street as required by the Town of Ipswich for E-911 emergency services.

10. STORAGE OF BOATS. Boats shall not be stored within ten feet of the edge of the road pavement.

11. PEACEFUL ENJOYMENT.

- 11.1. No person shall make or permit any offensive activity or disturbing noises in a cottage or permit anything to be done therein which will interfere with the rights, comfort or convenience of other cottage owners.
- 11.2. No person shall use a radio, television or other such device in a cottage between the hours of 11 p.m. and the following 9 a.m., if it would disturb or annoy other persons.
- 11.3. **Outside fires are prohibited.**
- 11.4. Alcoholic beverages are not allowed on any community facilities, including the beach, dock, ballfield, playground and roads.
- 11.5. A cottage owner wishing to use the community house for a private party must schedule the event with the Feoffees at least ten (10) days in advance and provide information as to the nature of the event, the expected number of guests, and evidence of acceptable liability insurance and police protection.

12. WATER AND ELECTRIC. The water and electric services are supplied by the Town. The digging of a trench requires the prior written approval of the Feoffees. Approval is also required prior to the installation of underground utilities.

13. TRASH COLLECTION. Questions or complaints regarding trash collection should be forwarded to the Town of Ipswich, Department of Public Works.

14. INSURANCE. Each cottage owner shall maintain, at his or her expense, comprehensive liability insurance in companies qualified to do business in Massachusetts, which shall insure the cottage owner as well as the Feoffees, against all claims for injuries to persons (including death) occurring in or about the owner's leasehold, in the amount of at least \$100,000.00 in the event of injury or death of one person, in the amount of at least \$300,000.00 for any one accident, and against all claims for damage to or loss of property occurring in or about the leasehold in the amount of at least Fifty thousand (\$50,000.00) Dollars. Prior to the transfer of a cottage, the proposed new owner must furnish the Feoffees with a certificate of such insurance as a condition of the Feoffees' approval of the transfer of the leasehold. Each such policy shall be non-cancelable with respect to the Feoffees' interest without at least ten (10) days' prior written notice to the Feoffees. The Feoffees will not approve transfers of cottages until the purchaser or transferee provides evidence of the above coverage.