

LITTLE NECK RULES AND REGULATIONS

Effective July 1st, 2005

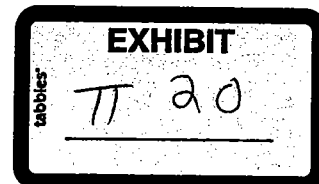
For the safety, welfare and peaceful enjoyment of the residents of Little Neck, the Feoffees of The Grammar School in the Town of Ipswich have issued the following rules and regulations and other pertinent information.

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 1st and November 30th of each year. 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, the Feoffees impose additional rent of \$1,000.00 for each week between December 1st and the following March 31st that a seasonal cottage is occupied for residential purposes, whether by the owner or by a tenant. Such additional rent 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 information as to the size and location of the proposed addition. 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. SEPTIC SYSTEM. The Feoffees have entered into a Consent Order with the Massachusetts Department of Environmental Protection ("DEP") in accordance with the Clean Waters Act and Title 5 concerning the on-site septic systems servicing cottages. The Feoffees are legally obligated to assure compliance by all cottage owners with the repairs, upgrades, replacements, monitoring, maintenance and servicing of systems that will be required by the Consent Order. Failure by a cottage owner to maintain, service, pump, manage and use a system as instructed by the Feoffees, including compliance with all orders of the DEP, Ipswich Conservation Commission and the Ipswich Board of Health, will result in legal action by the Feoffees to terminate the cottage owner's tenancy.



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. 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 911 emergency services. Boats shall not be stored within ten feet of the edge of the road pavement.

9. PEACEFUL ENJOYMENT.

- 9.1. 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.
- 9.2. 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.
- 9.3. **Outside fires are prohibited.**
- 9.4. Alcoholic beverages are not allowed on any community facilities, including the beach, dock, ballfield, playground and roads.

9.5. 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.

10. 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.

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

12. 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.

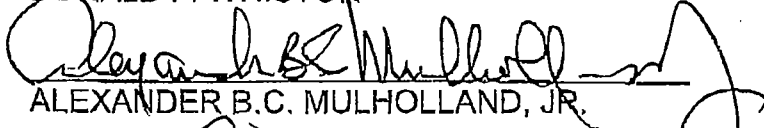
13. INTEREST ON LATE PAYMENTS. Payment is due 30 days after the date a bill is mailed. If payment is not made by its due date, interest at the annual rate of 14% will be charged on the amount that is unpaid and overdue. Interest is computed on an overdue payment from the date a bill is mailed. A cottage owner will also be required to pay all costs of collection, including attorney's fees. To obtain a receipted bill, enclose a self-addressed stamped envelope with payment.

Per order of:




DONALD F. WHISTON

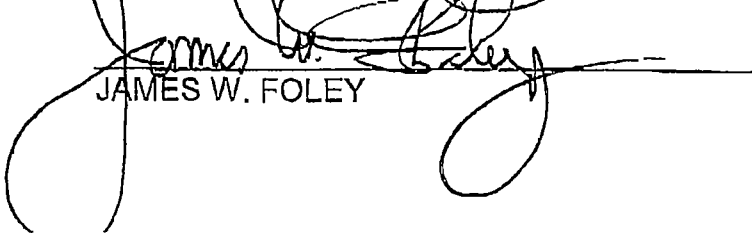
June 30th, 2005



ALEXANDER B.C. MULHOLLAND, JR.



PETER A. FOOTE



JAMES W. FOLEY