

[Note: The by-laws below do not include amendments after June 20, 1987]

By-Laws of The Association of Great Neck, Inc.
as revised June 20, 1987

(Original By-Laws Adopted July 16, 1975)
(Incorporated in 1977)

Article I. Name and Organization

- A. The name of the organization shall be “The Association of Great Neck, Inc.”
- B. The guiding body of the Association shall be the Executive Board which will be composed of four officers, President, Vice-President, Secretary, Treasurer, who will also serve as area representatives, and five other area representatives.
- C. The nine members of the Executive Board shall be chosen so as to represent as best as possible the geographical area served.
- D. The officers and area representatives shall be elected by the general membership at the Annual Meeting.
- E. All Executive Board members shall be residents of Great Neck and members in good standing.

Article II. Purpose

- A. This organization is a non-profit, charitable corporation formed for the promotion of social, recreational, educational, and civic activities for the benefit of Great Neck residents and for the protection of natural resources for the general public.
- B. Major goals of the Association of Great Neck, Inc. are to maintain clean waterways around the area designated as Great Neck and clean and attractive open space on Great Neck. This benefits boaters and residents of the Town of Ipswich, The Commonwealth of Massachusetts, and any others who may choose to drive around the Great Neck area.
- C. Charitable, benevolent activities of the Association include:
 - 1. Contributions to memorial funds.
 - 2. Maintenance of the Town of Ipswich’s playground designated as Great Neck Playground.
 - 3. Donations to funds for the good of the public (such as the Jaws of Life).

4. The annual awarding of a scholarship to a deserving student from the Town of Ipswich.
5. The acquisition of lands on Great Neck and the protection of such lands and wild life through conservation restrictions for the esthetic appreciation of all who see them.
6. To maintain a permanent deed of conservation restrictions for the property known as the A.B. CLARK BEACH which is owned by The Association of Great Neck, with the original deed being shown as Book 7159, Page 004 dated June 1, 1983 and recorded in the Essex South District Registry of Deeds, and also the confirmatory deed located in said registry located at Book 8098, Page 247/2. Said conservation restrictions shall be in a form annexed hereto, and designated as the Deed of Conservation Restriction to be maintained in perpetuity by The Association of Great Neck or its successors for the benefit of each and every parcel on Great Neck with its main purpose to retain the land and water areas predominantly in the natural scenic and open condition, and limiting the specific activities as on the form annexed hereto. This bylaw may only be changed by a 100% vote of The Association at which a quorum is present, notwithstanding Article X of the original bylaws, and further with a confirming vote by each and every household on Great Neck.

Article III. Membership

- A. Members shall be residents of the area known as Great Neck further defined as starting at the Northwesterly point of Number 1. North Ridge Rd. and encompassing all lands continuing in a Southeasterly direction to and including the area known as the Pavilion Beach.
- B. Members who pay the annual dues shall be considered "members in good standing" and are thereby accorded voting rights and other privileges.

Article IV. Dues

- C. Dues for the following fiscal year shall be determined by the Executive Board and approved by a majority of the membership at the annual meeting.
- D. The fiscal year shall commence on the first day of September and end on the last day of August of the following year. (Exception: For the year 1983-84, the fiscal year will commence June 18, 1983 and end August 31, 1984.)
- E. Annual Dues shall be payable on or before the first day of September and shall apply to the upcoming fiscal year.

Article V. Officers and Area Representatives - Duties

A. President

1. Shall exercise general supervision over the affairs of the Association.
2. Shall call and chair all meetings of the general membership and the Executive Board
3. Shall establish special committees and shall appoint the chairpersons.
4. Shall be an ex-officio member of all committees.
5. Shall serve for one year on the Executive Board as an area representative following the completion of his/her year in office.
6. Shall serve as chairperson of the Nominating Committee.

B. Vice- President

1. Shall chair meetings of the general membership and the Executive Board in the absence of the President and/or at the request of the President.
2. Shall carry out special responsibilities designated by the President and/or the Executive Board.

C. Secretary

1. Shall make and keep records of the proceedings of the general membership meetings, and shall send notices for these meetings, and shall have the same responsibilities for the Executive Board meetings
2. Shall have custody of all papers and reports requested kept on file and shall perform other such duties as the Executive Board may prescribe.
3. Shall be responsible for filling incorporation papers with the State annually.

D. Treasurer

1. Shall receive and hold (deposit) all funds of the Association.
2. Shall send bills for dues to each member sufficiently in advance of the beginning of each fiscal year.

3. Shall keep and have readily available, at general meetings and at all times, membership lists which detail those in 'good standing', etc.
 4. Shall keep accounts of all receipts and expenditures and publish a regular financial report at the Annual Meeting and report monthly to the Executive Board.
 5. Minor expenditures are the responsibility of the Treasurer and are to be reported to the Executive Board for their satisfaction, and to the general membership in the Treasurer's Annual Financial Report. Expenditures exceeding fifty dollars (\$50.00) are to be approved by the Executive Board prior to payment of same.
 6. Shall have such other duties, and may be required to furnish such bond, as the Executive Board may prescribe.
- E. In the case of absence or disability of the Secretary or Treasurer, the Executive Board may appoint one of its other members to serve as Secretary or Treasurer Pro Tempore as the case may be, and a statement to the effect that such a disability exists shall be binding and conclusive upon the Association.
- F. Notice of any meeting of the Association or Executive Board required by these By-Laws to be sent by or in the name of the Secretary, may be sent by, or in the name of a person designated therefore by the President.
- G. Area representatives shall represent the Association in their areas and convey to the Executive Board, for consideration, issues needing attention.
- H. Historian – One member of the Association approved by the President, shall serve as chronicler of the events of the Association -- by clipping newspaper articles, etc. This individual will also undertake to provide the Association with the background history of the Neck.

Article VI. Executive Board, Permanent and Special Committees

- A. The Executive Board shall have general management and control of the business and work of the Association, and shall have and may exercise all powers of the Association, except such as are expressly reserved to the members of the Association as by these By-Laws.
- B. Officers and area representatives shall be nominated by a Nominating Committee, headed by the President, approved by the Executive Board, and finally elected by the members of the Association at the Annual Meetings.
- C. Chairpersons of permanent committees, other than the Nominating Committee, shall be chosen by members of each committee and approved by the Executive

Board. Permanent committees shall be known as Nominating, Civic, Social, Recreational, and Publicity.

- D. Chairpersons of special committees, when needed, shall be designated by the President and approved by the Executive Board.

Article VII. Meetings

- A. The Annual Meeting of the Association shall be held the third Saturday in June and at such time and place as the Executive Board may specify and published notice of same shall be distributed ten (10) days prior to such meetings. If it is not held as herein provided for any reason, a special meeting of the Association may be called by the President or Executive Board at such time or place as may be directed to be held in lieu of and for the purpose of the Annual Meeting.
- B. The Annual Meeting shall be for the purpose of:
1. Electing officers and area representatives of the Executive Board as are needed.
 2. For introducing permanent committee members.
 3. To receive reports from permanent committee chairpersons, Treasurer, and Secretary.
 4. To conduct any business specified by the Executive Board or members of the Association.
- C. Special meetings of the Association may be called at any time by request of the President or Executive Board or upon written request from five (5) or more members of the Association.
- D. A quorum at a meeting of the general membership shall be fifteen per cent (15%) of the current general membership. In case of no quorum at any such meeting, a majority of the members present may vote to adjourn indefinitely, or may vote to adjourn to a definite time without giving further notice of the adjournment; and any business may be transacted at any such place of adjourned meeting as might have been transacted at the meeting originally called.
- E. Written notice of each meeting of the general membership of the Association shall be mailed (distributed) at least ten (10) days prior to the meeting, to all members on record and addressed to such members at their respective addresses as recorded on the books of the Association.
- F. Meetings of the Executive Board shall be held as required, or at the call of the President, or at the written request of three (3) members of the Executive Board.

- G. Five (5) members shall constitute a quorum for the transaction of business at any meeting of the Executive Board.

Article VIII. Nominations and Elections

- A. Nominations for the elections of any officer or area representative shall be made at the Annual Meeting as follows:
 - 1. By a permanent nominating committee appointed as specified in the By-Laws and approved by the Executive Board.
 - 2. By a petition signed by five (5) members of the Association.
- B. Election to a position of responsibility in the Association shall be by simple majority.

Article IX. Parliamentary Procedure

All parliamentary proceedings shall be according to Robert's Rules of Order (revised), except when in conflict with existing By-Laws.

Article X. Amendments

These By-Laws may be amended, added to, or rescinded at any meeting of the Association at which a quorum is present by a two-thirds (2/3) vote of all members of the Association present at such meetings, provided a statement of the general nature of the proposed amendment, addition, or revision is included in the notice of the meeting.

Article XI. Dissolution of The Association of Great Neck, Inc.

In the event that The Association of Great Neck, Inc is dissolved, any real property and any funds directly associated with said real property then owned by the Association shall pass to a trust established by The Association of Great Neck, Inc. at the time of dissolution. Said trust shall be administered by a Volunteer Board of Trustees comprised of Great Neck residents appointed by the Executive Board of The Association of Great Neck, Inc.

DEED OF CONSERVATION RESTRICTION

The Association of Great Neck, Inc., (hereinafter known as AGN), of Ipswich, Massachusetts, Essex County, for nominal consideration grants to each and every household and parcel of land with a dwelling thereupon in the area known as Great Neck, Ipswich, Essex

County, Massachusetts a Conservation Restriction in perpetuity on a certain parcel of land on Great Neck, Ipswich, Massachusetts, hereinafter called the Premises. This grant is not only to each and every parcel of Great Neck specifically, but also to the following parcels shown on Exhibit "A" hereto which abut the premises. The premises is shown on a plan entitled "Plan of Land in Ipswich, Massachusetts" dated May 10, 1983 by Hancock Survey Associates, further described in a deed to the Association of Great Neck, Inc., from the Proprietors of Great Neck, Inc., dated Sept 26 1985 and recorded with the Essex County Registry of Deeds Book 8098 Page 247/2.

Whereas the Premises provide significant scenic, aesthetic, recreational, social, scientific, and educational value in its present state as a natural area with open space and which has not been subjected to development incompatible with said uses.

Whereas the grantor recognizes the uniqueness of the Premises as a distinctive Massachusetts landscape embodying the special character of the region in which the Premises is located and have the common purpose of conserving the natural value of the Premises for this generation and future generations.

In order to preserve the Premises in perpetuity in its present natural scenic and open condition, the grantor convey a Conservation Restriction for charitable purposes in perpetuity that may not be changed without the vote of every household on Great Neck Ipswich, Massachusetts.

A. The Terms of the conservation restriction are that except as set forth in paragraph B, neither the grantor nor the heirs, devisees, successors, or assigns of the grantor will perform or give permission to others to perform the following acts or uses on the premises without permission.

1. Construction or placing of any buildings, mobile homes, camping trailers, new roads, (except to reconstruct what now exists as a road) billboards, or other advertising display, utility poles, towers, lines, conduits, or other temporary or permanent structure on or above the ground, marsh, tidal flats, or water.

2. Dumping or placing of soil or other substances on the ground as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

3. Removal or destruction of vegetation, unless injurious to the persons or residents of the so-called Great Neck Area consistent with their right to use the property pursuant to Number 7, A7 And B2 Below.

4. Excavation, dredging, or removal of sand, loam, peat, gravel, rock, or other soil, mineral substance, or natural deposit.

5. Use of recreational vehicles such as, but not limited to, snowmobiles, motorcycles, all-terrain vehicles, and dune buggies.

6. Use of the premises for camping and hunting.

7. Other use of the premises except for outdoor recreation, social, educational, or community purposes permitting the premises to remain predominantly in its current and/or natural condition and for the protection of environmental systems and scenic systems and scenic enjoyment, and the existing beach.

8. Activities detrimental to drainage, flood control, water or soil conservation, or erosion control.

B. The provision of paragraph A notwithstanding the following uses and activities by the grantor or his heirs, devisees, successors, or assigns shall not be prohibited by this restriction or considered inconsistent with the intent of this grant.

1. The clearing, grading, reconstruction, maintenance of trails, roadways, parking areas, footbridges and the beach.

2. Any recreational, social, educational, or community activities considered to be consistent with this agreement including but not limited to fishing, clamming, boating, swimming, sunbathing, birdwatching, ice skating, picnicking, walking, jogging, nature studies, or other activities.

3. The planting of trees and shrubs and other vegetation and the mowing of grass and the cultivation and harvesting of forest products according to recognized forestry practices.

4. Any activities designed to enhance the ecological or natural historical value of the Premises or to enhance the awareness of such values, including, but not limited to, the placing of informative signs, benches, picnic tables, and small shelters.

5. Such other changes or activities requested by the grantor as are consistent with the purposes of this restriction.

The Conservation Restriction hereby conveyed does not grant to the grantee, to the public, or to any other person any right to utilize or enter upon the premises without prior consent of the grantor. However, nothing shall ever stop the residents and/or property owners of Great Neck from lawfully and rightfully using the premises at all times pursuant to A7 and B2 above. The rights herein granted shall be in addition to and not in limitation of any other rights and remedies available to the grantee for the enforcement of this conservation restriction.

This Conservation Restriction shall be enforced by any household or parcel owned by any person on Great Neck, and the residents and the property owners so called of Great Neck may not be interfered with from entering the beach or from maintaining the beach, or from using the premises lawfully or rightfully pursuant to A7 or B2 above. The AGN may continue to regulate vehicular traffic and charge a fee for vehicle parking in the existing parking lot and

along and off the beach road, and to maintain said road. Said fees may be used for the care and maintenance of the granted premises only. This Conservation Restriction shall be in addition to and not in lieu of any other restriction or easement of record.

[signature of Elinor L. Kollins]
The Association of Great Neck
By: Elinor L. Kollins President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

July 7, 1986

Then appeared the above-named Elinor L. Kollins who executed the foregoing instrument in my presence and stated under oath that the same was his free act and deed.

[signature and notary stamp of Barbara J. Tierney]
My Commission Expires:
Jan. 31, 1988

EXHIBIT 'A'

[Exhibit A consists of the portion of the Confirmatory Deed referred to in the first paragraph of the Deed of Conservation Restriction beginning with the words "with quitclaim covenants .." and continuing to the end of the first page of the Confirmatory Deed. In lieu of retyping most of the Confirmatory Deed, a complete image of that deed is appended below. The Confirmatory Deed is on file at the Southern Essex District Registry of Deeds (Salem, MA) at Book 8098 Page 247, recorded January 28, 1986. The Deed of Conservation Restriction is on file at the same Registry as part of a larger document at Book 9152 Page 435 recorded August 27, 1987.]

CONFIRMATORY DEED

BOOK 8098 PAGE 217

25-

The Proprietors of Great Neck, Inc.,

a corporation duly established under the laws of The Commonwealth of Massachusetts and having its usual place of business at 111 North Ridge Road, Ipswich,

Essex County, Massachusetts, in consideration of

One thousand and no/100 (\$1,000.00) Dollars

grants to The Association of Great Neck, Inc., a Massachusetts non-profit corporation having a usual place of business in said Ipswich, Essex County, Massachusetts of 32 Appomatox Road, Ipswich, MA 01938

with quitclaim covenants

the land in Ipswich, Essex County, Massachusetts, viz:

A certain parcel of land located off Clark Road in said Ipswich as shown on a Plan entitled "Plan of Land in Ipswich, Mass., Prepared for Association of Great Neck," Scale: 1" = 100', March 25, 1983, revised May 10, 1983, Hancock Survey Associates, Inc., 85 Maple Street, Danvers, to be recorded herewith, and consisting of the area denoted as a 1.4 acre parcel, more or less, located at the southerly end of Bowdoin Road and Colby Road; Clark Pond, so-called, containing an area of 23.3 acres, more or less; a 9.9 acre, more or less parcel, and the tidal flats containing 32 acres, more or less.

All of the aforementioned parcel as being shown on said Plan.

Also conveying an access and utility easement, over that area as so designated, for foot and vehicular traffic, in and over a certain parcel of land being bounded follows:

- SOUTHWESTERLY by said Clark Road fifty (50) feet;
- SOUTHEASTERLY by land now or formerly of Wood one hundred sixty-three and 23/100 (163.23) feet;
- NORTHEASTERLY by the 9.9 acre lot one hundred eighty-nine and 89/100 (189.89) feet; and
- NORTHWESTERLY by land now or formerly of The Proprietors of Great Neck Inc. and Mitchell two hundred ten (210) feet.

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The easement hereby granted is for the exclusive purpose of parking of vehicles and the ingress and egress to and from those parcels herein conveyed to The Association of Great Neck, and is limited to members of said Association, residents of Great Neck and their invitees.

This conveyance is upon the condition that the beach area shown on the plan as a 9.9 acre parcel shall be known as the A. B. Clark Beach.

This conveyance is further subject to the provision that all present shareholders of The Proprietors of Great Neck, Inc., and their respective families, will have permanent access to the beach area and will not be taxed for any assessment charged by the grantee herein, its successors and assigns, for the care or maintenance of the beach property.

This conveyance is further subject to the provision that all residents of Great Neck, Ipswich Massachusetts and their respective families will have permanent access to the beach area.

For title see deed from the Proprietors of Great Neck to the Association of Great Neck, Inc. at Book 7159, page 004 dated June 1, 1983 and recorded in the Essex South District Registry of Deeds.

This deed is a confirmation deed which omitted the paragraph preceding the title reference paragraph herein and in all other respects is identical to the original deed.

IN WITNESS WHEREOF, the said Proprietors of Great Neck, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by JOHN A. BALCH its president hereto duly authorized, this 26th day of ~~August~~ ^{SEPT}, 1985.

Signed in the presence of

George H. W. Hayes II

THE PROPRIETORS OF GREAT NECK, INC.

by *John A. Balch*
JOHN A. BALCH, President

THE COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SEPT. 26, 1985

Then personally appeared the above-named JOHN A. BALCH, President, as aforesaid and acknowledged the foregoing instrument to be the free act and deed of The Proprietors of Great Neck, Inc. before me

George H. W. Hayes II
GEORGE H. W. HAYES II
Notary Public

My Commission Expires: Nov. 12, 1985

(THE FOLLOWING IS NOT A PART OF THE DEED, AND IS NOT TO BE RECORDED.)

CHAPTER 183, SECTION 11, GENERAL LAWS

A deed in substance following the form entitled "Quitclaim Deed" shall when duly executed have the force and effect of a deed in fee simple to the grantee, his heirs and assigns, to his and their own use, with covenants on the part of the grantor, for himself, his heirs, executors, administrators and successors, with the grantee, his heirs, successors and assigns, that at the time of the delivery of such deed the premises were free from all encumbrances made by him, and that he will, and his heirs, executors and administrators shall, warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the grantor, but against none other.