

RIGHT OF FIRST REFUSAL

Agreement dated March 22, 1988, by and between Bradford U. Blackman and Helen C. Blackman, Trustees, Blackman Realty Trust ("the Owner"), c/o Ed Pike, Esquire, 471 Bridge Street, P.O. Box 112, North Weymouth, Massachusetts 02191, and Blackman's Point Homeowners' Association, Inc. ("the Association"), a not-for-profit Massachusetts corporation organized under Massachusetts General Laws ch. 180, c/o Eugene Clifford, 98 Emerson Road, Milton, Massachusetts 02186.

PRELIMINARY STATEMENT

WHEREAS, the Owner owns all of the right, title and interest in the land described in Exhibit A, together with the buildings and other improvements located thereon, except any of the mobile homes or trailers and any additions, extensions, porches, or other structures attached thereto ("the Premises"); and

WHEREAS, Bradford U. Blackman and Helen C. Blackman are the sole Trustees of the Owner, and all the beneficiaries of the Owner have directed the Trustees to enter into this Agreement; and

WHEREAS, the Association is a duly incorporated homeowners' association pursuant to Massachusetts General Laws ch. 180 and ch. 140, §32R ("the Statute");

NOW, THEREFORE, in consideration of the foregoing, one dollar and other good and valuable consideration, the receipt

and sufficiency of which are acknowledged, the Owner and the Association agree as follows:

1. The Association shall have the right of first refusal to purchase the Premises on the following terms and conditions:

(a) The Owner shall provide to the Association within fourteen days of its distribution a copy of any advertisement or notice by the Owner or its agent that the Premises is for sale and/or a copy of any marketing materials which the Owner or its agent has distributed for the promotion of the sale of the Premises.

(b) If at any time the Owner shall receive a bona fide offer from a third person or entity for the purchase of the Premises, which offer the Owner intends to accept, the Owner shall notify the Association by certified mail of such offer and shall deliver to the Association a copy of such offer and a price calculated as a single lump sum amount which shall equal the present value of any installment payments offered and of any promissory notes offered in lieu of cash payments. The Association may elect to purchase the Premises, provided it meets the price and substantially equivalent terms and conditions of any offer by (1) executing a contract or purchase and sale agreement with the Owner within forty-five days of notice of the offer and (2) obtaining any necessary financing or guarantees within an additional forty-five days. Failure of the Association to execute such purchase and sale agreement within the first forty-five day period or to obtain a binding

commitment for financing within the second forty-five day period shall serve to terminate the right of the Association to purchase the Premises. The Owner shall not unreasonably refuse to enter into or unreasonably delay the execution of a purchase and sale agreement with the Association provided that the Association has made a bona fide offer to meet the price and substantially equivalent terms and conditions of any third party bona fide offer, provided, however, that the Owner is not required to provide financing to the Association.

(c) If the Owner shall receive an offer for the purchase of the Premises which is not consummated by delivering a deed to the offeror, the Association's right of first refusal to purchase the Premises shall remain applicable to each subsequent substantially different bona fide offer and to each subsequent bona fide offer substantially equivalent to an offer made more than three months prior to the later offer, provided, however, that in the case of a substantially equivalent bona fide offer made by a prospective buyer who has previously made an offer for which notice to the Association was required, the right of first refusal shall obtain only if such subsequent offer is made more than six months after the date of the earlier offer.

(d) If any third party bona fide offer for the Premises acceptable to the Owner shall include property other than and in addition to the Premises, the Association's right of first refusal to purchase the Premises shall be applicable to the Premises alone, at a purchase price which shall be that

part of the price, offered by the third party, which the value of the Premises shall bear to the value of all property included in such third party offer.

(e) If the Premises shall be conveyed to the Association under this right of first refusal, any prepaid rent by Association members held pursuant to the terms and conditions of the Settlement Agreement referred to in paragraph 6 with respect to the Premises shall be apportioned and applied on account of the purchase price. If any third party bona fide offer acceptable to the Owner shall be for part of the Premises, the Association may elect that: (i) the Association's right of first refusal to purchase the Premises shall be applicable thereto (except that the amount of rent to be apportioned, as required by the immediately preceding sentence, shall be reduced to the fraction thereof which said part of the Premises shall bear to the whole thereof); or (ii) the Association may abstain from exercising its right of first refusal to purchase the Premises. Any conveyance by the Owner of part of the Premises to any third party or to the Association shall be without effect on the Association's right of first refusal for the remainder of the Premises.

2. No right of first refusal shall apply to a government taking by eminent domain or by a negotiated purchase by a government agency in lieu of a taking by eminent domain, a forced sale pursuant to a foreclosure, transfer by gift, devise or operation of law, or a sale to a person who would be included within the table of descent and distribution if there

were to be a death intestate of the Owner, provided that in the event of any transfer by gift, devise or operation of law, or a sale to a person who would be included within the table of descent and distribution if there were to be a death intestate of the Owner, the Association's right of first refusal shall remain in full force and effect with respect to any sale by a grantee, transferee or purchaser who acquired all or any portion of the Property pursuant to a transfer exempt from the Association's right of first refusal because of the first clause of this sentence.

3. The Association's right of first refusal shall not be assignable to any other party, provided, however, that the Association's right of first refusal may be assigned to any successor entity of the Association which may be established by the Association to act solely for the benefit of the members of the Association in purchasing the Property, including but not limited to a condominium trust or homeowners' cooperative.

4. A copy of this Agreement shall be recorded in the Plymouth County Registry of Deeds. If this Agreement is terminated the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Agreement. In any instance in which the Association is not the successful purchaser of the Premises pursuant to the terms of this Agreement, the Owner shall prove compliance with this Agreement by recording an affidavit of compliance in the Plymouth County Registry of Deeds within ten days after such event.

5. If any right of first refusal hereunder would, in the absence of the limitation imposed by this sentence, be invalid or unenforceable as being in violation of the rule against perpetuities or any other rule of law relating to the vesting of an interest in property or the suspension of the power of alienation of property, then such option or right of first refusal shall be exercisable by the Association only during the period which shall end 20 years and 6 months after the date of death of the last survivor of the descendants of Joseph P. Kennedy alive on the date of the execution and delivery of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction, other provisions of this Agreement and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provisions, there shall be substituted a like but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

7. This Agreement is subject to the terms and conditions of the Settlement Agreement dated March 22, 1988 and

executed by the parties to Blackman's Point Homeowners' Association, Inc., et al. v. Bradford U. Blackman and Helen C. Blackman, et al., Superior Court, Plymouth County, Commonwealth of Massachusetts, Civil Action No. 87-1459.

8. This Agreement may be amended, and its provisions may be waived or modified, only by instruments in writing executed by the Owner and the Association and recorded in the Plymouth County Registry of Deeds.

9. The words "Owner" and "Association" appearing in this Agreement shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them. respectively, except as set forth in paragraph 3 of this Agreement.

WITNESS the execution hereof under seal on the day and
year first above written.

"The Owner":

BLACKMAN REALTY TRUST

By: Bradford U. Blackman Trustee
Bradford U. Blackman,
Trustee

By: Helen C. Blackman Trustee
Helen C. Blackman,
Trustee

"The Association":

BLACKMAN'S POINT HOMEOWNERS'
ASSOCIATION, INC.

By: Eugene B. Chaffin
President

By: David D. Wellman
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk , SS

March 15, 1988

Then personally appeared the above-named Eugene B. Clifford, President of Blackman's Point Homeowners' Association, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Paul Masuret
Notary Public



My Commission Expires:

PAUL MASURET
Notary Public
My Commission Expires February 6, 1992

COMMONWEALTH OF MASSACHUSETTS

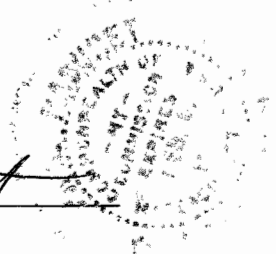
Suffolk , SS

March 15, 1988

Then personally appeared the above-named David D. Wellman, Treasurer of Blackman's Point Homeowners' Association, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Paul Masuret
Notary Public



My Commission Expires:

PAUL MASURET
Notary Public
My Commission Expires February 6, 1992

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

March 22, 1988

Then personally appeared the above-named Bradford V. Blackman, Trustee of Blackman Realty Trust, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said trust.

Before me,



Notary Public

ED PIKE

My Commission Expires: *5/5/89*



COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

March 22, 1988

Then personally appeared the above-named Helene C. Blackman, Trustee of Blackman Realty Trust, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said trust.

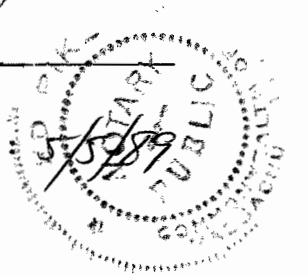
Before me,



Notary Public

ED PIKE

My Commission Expires: *5/5/89*



SCHEDULE A

DESCRIPTION SHEET

A certain parcel of land in MARSHFIELD, County of Plymouth, Commonwealth of Massachusetts and being shown as Lot N6-05-20 on a plan entitled "Perimeter Plan of Parcel N06-05-20 Central & Ocean Streets, Marshfield, MA." by Stenbeck and Taylor, Inc., dated January 15, 1988, revised 3/22/88 and recorded with Plymouth Registry of Deeds as Plan #266 of 1988, and being further bounded and described as follows:

Beginning at the northwest corner of the premises herein described on the southerly side of Central Street thence running

- S 66° 49' 00" E 295.58 feet by said Central Street; thence turning and running
- N 23° 11' 00" E again by said Street, 30.00 feet; thence turning and running
- N 21° 33' 00" E by land now or formerly of Blackman and by land now or formerly of Devos 125.65 feet; thence turning and running
- N 49° 15' 52" E by land now or formerly of Blackman Realty Trust, 122.81 feet; thence turning and running
- S 76° 58' 21" E by land now or formerly of Dana Blackman et al, 140.01 feet; thence turning and running
- N 85° 47' 06" E by land now or formerly of Dana Blackman et al, 171.29 feet; thence turning and running
- N 00° 19' 05" E by land now or formerly of Dana Blackman et al 99.07 feet; thence turning and running
- N 83° 43' 00" E by the end of Ocean Street, 30.00 feet; thence turning and running
- S 11° 14' 40" E by land now or formerly of Beatrice Peck et al, 50.30 feet; thence turning and running
- S 11° 23' 00" E by land now or formerly of Otis Sinnott et al, 50.12 feet; thence turning and running

N 80° 07' 00" E by said last mentioned land, 104.42 feet; thence continuing on said course about 31 feet to the approximate high water mark of Massachusetts Bay; thence continuing on said last mentioned course to the low water mark of said Massachusetts Bay, which in no event shall be landward of the Approximate Low Water line shown on page 2 of said plan; thence turning and running

SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY by said low water mark to land of owners unknown, as shown on said plan, thence running approximately

N 18° 36' 00" W on land of owners unknown, as shown on said plan from the low water line to the high water line of said Bay; thence continuing on said course a distance of about 34 feet; thence running

N 18° 36' 00" W by land of owners unknown and by land now or formerly of Daisy Phinney, 106.33 feet; thence running

N 21° 18' 00" W by the end of Cove Street, 30.34 feet; thence running

N 12° 53' 00" W by land now or formerly of Lawrence Lovell, 100.00 feet; thence running

N 01° 32' 50" E by Lot N6-05-19, owners unknown, as shown on said plan, 411.56 feet to said Central Street and the point of beginning.

This conveyance is subject to easements, restrictions and encumbrances of record, and is subject to the easements and rights of way shown on said plan, and in particular easements recorded in said Registry on March 22, 1988 as Documents numbered 20597, 20598, 20599 and 20600 which relate to the use of the area designated "R.O.W." on said plan.

This conveyance is subject to the rights of others in so much of the premises as lies below the present or former high water mark of said Massachusetts Bay.

There is reserved herein an easement for street purposes within the area designated R.O.W. as shown on the

aforementioned plan for the benefit of other land of the Trustees of Blackman Realty Trust, the right to use the area within the R.O.W. shown on the aforementioned plan, and the right to grant non-exclusive easements for the use of the R.O.W. to others.

For title reference see deed from Bradford U. Blackman and Helen C. Blackman, husband and wife as tenants by the entirety to Bradford U. Blackman and Helen C. Blackman, Trustees, Blackman Realty Trust, under a Declaration of Trust dated December 30, 1976, and recorded with Plymouth County Registry of Deeds in Book 4230 at Page 217 which deed is recorded with said Registry in Book 4230 at Page 223.

BLACKMAN'S POINT TRAILER AND CAMP GROUNDS
P. O. BOX 355
BRANT ROCK, MA. 02020

LEASE

1. Blackman's Point Trailer and Camp Grounds, (hereinafter referred to as the "Park", hereby agrees to lease to Luzene Clifford

98 Emerson Rd. Milton, MA 02186

(hereinafter referred to individually and/or collectively as "resident") for a term of Five and One-Half (5 1/2) Months commencing on May 1, 1987, and terminating on October 15, 1987, a space for residents mobile home at the following described location:

LOT # 12 at Blackman's Point Trailer and Camp Grounds, Brant Rock, Massachusetts, consisting of land area approximately 30 by 50 and containing approximately 1500 square feet of land.

2. The rental for the above-described premises and term shall be One thousand four hundred (\$ 1400.00) Dollars payable by resident upon execution of this LEASE, except as otherwise provided herein, but in no event other than in installments of Six hundred seventy five (\$ 675.00) Dollars due on or before May 1, 1987 and Six hundred seventy five (\$ 675.00) Dollars due on or before August 1, 1987, in advance. Resident must pay as additional rental the following amounts in accordance with the following schedule:

Mobile License Fee		-Total \$ <u>36.00</u>	
Electricity _____	Estimated days at \$ <u>1.25</u>		Total \$ _____
Extra Refrigerator/Freezer _____	Estimated weeks at \$ <u>5.25</u> per week		Total \$ _____
Ten to Twenty Gallon Water Heater _____	Estimated months at \$ <u>22.00</u> per month		Total \$ _____
Thirty Gallon Water Heater _____	Estimated months at \$ <u>30.00</u> per month		Total \$ _____
Other: _____			Total \$ _____
<u>TOTAL ADDITIONAL RENT-----</u>			Total \$ _____

Said additional rent shall be paid as follows: \$ _____

on _____, _____, and \$ _____ on _____, in advance.

3. The resident agrees to conform to and abide by the Rules and Regulations of the Park which are hereby made a part of this agreement by reference. Resident further agrees to conform to and abide by any and all lawful changes and amendments which may from time to time be made to said Rules and Regulations in the future. Receipt by resident of a copy of said Rules and Regulations has been acknowledged below in paragraph ten (10) hereof.

4. Only the following named individuals are authorized to live in the mobile home (with the exception of children born to or adopted by any authorized individual):

- 1. _____ 2. _____
- 3. _____ 4. _____

Motor vehicle: Type: _____ Reg. # _____

5. This is not a Lease for WINTER STORAGE. Such arrangements may be made by separate storage lease agreement between the Park and the resident on or before October 15, 1987, pursuant to Article XXII of the Rules and Regulations of the Park.

6. This Lease terminates in accordance with Paragraph 1, at which termination date the resident agrees that he shall remove from the leased premises the mobile home and any and all structures which he has placed thereon. If the resident shall fail to remove same, the Park may enter and accomplish the removal and the resident agrees that he will indemnify the Park and hold harmless the Park against any loss or damage the resident sustains by reason of any removal of a mobile home caused by breach of this paragraph. In the event resident sells the mobile home during the lease term to a purchaser who meets the lawful current rules of the park, park agrees this lease shall terminate on the day the purchaser enters the park to assume occupancy of the mobile home.

7. THE RESIDENT agrees that he will indemnify and hold harmless the park, its agents and assigns against any loss or damage the resident may sustain by reason of any termination caused by breach of this lease, its terms, or other rules and regulations of the Park which are attached hereto and made a part of this lease agreement by reference.

8. Resident further agrees to indemnify the Park for any costs and charges arising from the removal of a mobile home from the leased premises, including but not limited to towing, moving and storage charges, and also including legal fees and court costs in the event that court proceedings are instituted for breach of any provision of this lease or to effect said removal.

9. Written notice from Park to resident shall be deemed to have been properly given if mailed to the address of resident set forth below or to the leased premises by certified mail, postage prepaid, return receipt requested. Written notice from resident to Park shall be deemed

to have been properly given if mailed to the address of Park set forth below.

PARK OWNER

RESIDENT

Bradford U. Blackman
P.O. Box 355
Brant Rock, MA. 02020

10. Resident acknowledges receipt of a copy of this lease and a copy of the Rules and Regulations of the Park which has been signed by an agent of the Park, and has also been made a part of this agreement by reference in Paragraph 3 above. This Lease also constitutes residents receipt for _____ (\$ _____) Dollars which has this day been received by the undersigned agent of the Park. Resident also acknowledges receipt of a copy of the certified mail receipts indicating that this lease and the other Rules and Regulations of the park have been submitted to and received by the Attorney General and the Secretary of Communities and Development.

I, _____, THE UNDERSIGNED RESIDENT HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS LEASE (THREE PAGES) AND THE RULES AND REGULATIONS OF THE PARK (TEN PAGES) AND I UNDERSTAND THAT THEY ARE LEGAL DOCUMENTS WHICH CREATE CERTAIN BINDING OBLIGATIONS. I HAVE HAD THE OPPORTUNITY TO REVIEW THIS LEASE AND RULES AND REGULATIONS OF THE PARK WITH AN ATTORNEY PRIOR TO SIGNING.

Signed this _____ day of _____, 1987.

BLACKMAN'S POINT TRAILER
& CAMP GROUNDS

BY: Bradford U. Blackman

Resident of Lot # _____

RULES & REGULATIONS OF
BLACKMAN'S POINT TRAILER AND CAMP GROUNDS
P. O. BOX #355, BRANT ROCK, MA. 02020
Office Tel. # (617)837-2623

Office Hours: Monday, Wednesday, Friday - 9:00 a.m. - 12:00 noon
Saturday only 9:00 a.m. - 4:00 p.m.

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. If the rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to and received by the Attorney General and the Secretary of Communities and Development. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable, or else said rules and regulations cannot be enforced against you.

You may continue to stay in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for nonpayment of rent, violation of laws, or for a substantial violation of the rules and regulations of the park. If the park will undergo a change of use, you must receive notification of the change at least two years prior to its occurrence. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the park; provided, however, that only one notice of a substantial violation of the rules and regulations of the park is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or services in connection with the use or occupancy of your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

This law is enforceable by the consumer protection division attorney general's office. (Amended by 1985, 45, §2, approved May 6, 1985, effective 90 days thereafter.)

ARTICLE I - REGISTERING

No person shall occupy or become a park resident without first having executed a Lease or Storage Lease Agreement (attached hereto and incorporated herein by reference) with the park. The "resident" identified in clause one (1) of such lease or storage lease agreement must fill out a registration card each year listing the names of all persons living in said mobile home, their automobile registration number and the names of children and their ages and deliver it to the park management office.

ARTICLE II - GUESTS

"Guests" are all persons who are neither identified as "resident" in clause one (1) of the lease or storage lease agreement nor listed on resident's annual registration card pursuant to Article I of these Rules and Regulations.

Guests who are visiting camp residents shall pay a parking fee per car, per day at the office or at the gate. A fee schedule is posted on the bulletin board.

Only one guest vehicle is permitted per camp residence, and such vehicle shall park in an area designated by park management. This rule is necessary to conform to Board of Health recommendations and for your own safety.

THE "RESIDENT" IS RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS.

ARTICLE III - MOBILE HOME LOT MAINTENANCE AND GOOD REPAIR

THE STANDARDS AS DEFINED HEREIN SHALL BE STRICTLY ENFORCED TO THE FULL EXTENT OF THE LAW. THE PARK INTENDS HEREBY TO MAINTAIN AND ENFORCE HIGH STANDARDS OF MAINTENANCE AND GOOD REPAIR FOR THE BENEFIT AND ENJOYMENT OF ALL PARK RESIDENTS. ANY RESIDENT FOUND TO BE IN VIOLATION OF THE STANDARDS WHICH ARE SET FORTH BELOW IN THIS ENTIRE ARTICLE III SHALL BE SUBJECT TO IMMEDIATE NOTICE OF EVICTION.

- (a) A mobile home is defined as a housing unit resting upon wheels and/or so constructed that wheels may easily be placed under it for transportation along the highway to another location. The mobile home must be maintained so as to conform to this definition. The mobile home, cabana, steps and skirting are to be maintained in good repair by the resident and in compliance with all applicable building, health and safety codes.

The park expects that each resident shall maintain his mobile home in such a manner that the aesthetic appearance and structural integrity of the mobile home do not deteriorate to any significant degree. Specifically, this means, in addition to the above, and at the very least that

each resident's mobile home and any and all structures located on the residents lot must:

- (1) be able to be easily moved from the lot;
 - (2) be free from damage, including for example, but not limited to, broken windows, wood rot, deterioration of flooring, walls, tubing, roof, beams, bearings, axles or structures due to rust or corrosion;
 - (3) be free from excessively cracked or chipped or peeling paint;
 - (4) be painted and/or rust treated on a regular basis , or otherwise protected from the elements in order to prevent damage of the type referred to in (2) and in order to maintain a reasonable aesthetic appearance.
 - (5) present a "reasonable aesthetic appearance". (If five or more complaints are received by the park from residents regarding the appearance of a resident's mobile home, additions, structures or lot, then it shall be deemed to present an unreasonable aesthetic appearance and corrective action must be taken by the resident).
- (b) All utility, electrical and telephone connections are to be properly connected, insulated and maintained by the resident.
- (c) Residents will keep his/her lot clean, neat and free from rubbish.
- (d) Residents will care for, water and trim as needed, the lawn and shrubbery on his/her lot, and according to Town Water Ban regulations. Water usage ban hours will be posted on the park bulletin board.
- (e) Residents will restore or replace any park-owned improvements he/she does damages to.
- (f) Park management will trim trees as needed.
- (g) Residents are to supply their own equipment for mowing lawns, etc.
- (h) Should resident fail to comply with these standards, the management may deliver to the resident a written notice of the violation which states that resident has five (5) days to correct the violation after which time the management may act to correct the violation and charge resident a fee of fifteen (\$15.00) dollars therefor.

ARTICLE IV - ELECTRICITY

When a trailer is connected to an outlet box, it shall be considered as using electricity and will be charged the weekly rate set forth in the lease. Therefore, when you are not here

and not using electricity, disconnect at our outlet. Use of freezer or additional refrigerator or water heater must be with permission and will be charged as an additional amount. Tenants are on the Honor System and must advise the office of actual days of usage. Set up a calendar and mark the days or weeks you are here. Management needs to see the calendar for final computation of electric bills, otherwise the tenant will be charged for full season usage of electricity.

ARTICLE V - ENTRY, SUBLETTING, GUESTS

(a) Park may enter the mobile home without invitation and without a court order if one of the residents is not available to respond to an emergency which would present a danger to other camp residents. Park may also enter upon reasonable notice given, not less than twenty-four (24) hours in advance, to inspect the mobile home for compliance with any pertinent provisions of the lease and/or these rules.

(b) Residents may not rent or sublet any part of his/her home without the express written authorization of the park management. Permission will not be withheld from a prospective occupant who meets the lawful current Rules and Regulations of the park.

ARTICLE VI - ADDITIONAL STRUCTURES

(a) There will be no more cabanas allowed to be built. Decks may be permitted with the written permission from management and a building permit from the Town Building Inspector.

(b) Residents may erect one utility shed on his/her lot, provided the shed does not violate any applicable building codes and is well built according to generally accepted standards of construction. Park management may limit the size and dimension of such a shed.

(c) The utility shed must be placed on the lot in accordance with permission from the management; and permission will not be withheld if the placement is not hazardous to other residents and does not obstruct servicing of utilities.

(d) All additional structures must meet and be maintained in

accordance with the standards set forth in ARTICLE III of these rules.

ARTICLE VII - PARK FACILITIES/SERVICES
COMFORT STATIONS

These buildings are not provided as playrooms for your children, nor as dressing rooms for bathers. Use them with careful consideration for the person who follows you. It is not permitted to clean or to dispose of portable toilet facilities within or about these buildings. Cesspool disposal facilities are available for cleansing or disposal of units.

Small children must be attended by an adult during usage of the facilities.

Any person found defacing the toilets or showers by writing or befouling the showers will be subject to immediate notice of eviction. The buildings will also be closed for each time this occurs.

LAUNDRY BUILDING

May 1 to July 31 - 7:00 a.m. to 7:00 p.m.

August 1 to Labor Day - 7:00 a.m. to 7:00 p.m.

Labor Day to October 15 it will be open on Saturday, Sunday and Monday from 7:00 a.m. to 7:00 p.m.

Children are not permitted to play in or around the building or telephone booths and parents will be held responsible for any damage.

RUBBISH

There is no rubbish pick-up at lot site.

Rubbish shall be placed in plastic bags and tied. When bags are to be left out over-night, they must be placed in metal containers or placed in the rubbish trailer in order to prevent scattering of contents. Tenant will be responsible for placing rubbish in the rubbish dumpster and truck.

There will be a major rubbish pick-up on the last weekend in May of each year, details will be posted on the bulletin board.

Any heavy materials are to be taken away to the dump by the tenant.

There is to be no rubbish left on the concrete platform. (If there is, the immediate area of tenants will have to dispose of the rubbish themselves).

ARTICLE VIII - DOGS

This camp is operated to provide a summer vacation for humans, you must take into consideration your neighbors comfort. Small, quiet domesticated pets will be allowed. One dog is allowed per mobile home. You are requested not to bring them, if possible.

Dogs are to be leashed at all times and may never be left unattended off the owner's lot. A tag with the dog owner's name, address and telephone number must be attached to the dog's collar at all times.

Positively no dogs are allowed on to the beaches. No dogs are allowed in the comfort station, laundry or shower facilities.

Dog owners are responsible for damage and or disturbances caused by their dog.

Owner's must clean up after their dog. If you do not clean up after your dog, you will be asked to remove your dog from the park permanently.

Noisy and troublesome dogs must be removed from the park.
Marshfield has a leash law.

ARTICLE IX - FAUCETS

Each camp resident shall conserve and prevent unnecessary running of water.

Children are not to play around the faucets.

No cleaning of fish or washing of clothes, dishes, hair, etc., in sinks is permitted.

Do not keep hoses attached; unhitch them when you are finished.

ARTICLE X - NOISE/ALCOHOL

There shall be no loud noise after 10:30 p.m. This includes radios and loud talking. Consider your neighbor and remember your walls are thin.

Public drunkenness either on the camp grounds or in the neighboring communities by our tenants shall be cause for immediate notice of eviction pursuant to applicable law.

The Town of Marshfield By-Laws prohibit the possession and or usage of alcoholic beverages on the beach. Persons doing so may be subject to arrest and prosecution by the Town as well as immediate notice of eviction.

No frisbee or ball playing is permitted on the beach.

ARTICLE XI - COMPLAINTS

Complaints of any sort must be submitted, in writing, to the management and signed by the complainant before the management will respond. The management will respond promptly, in writing, to all written complaints, within 72 hours if at all possible or as soon thereafter as practicable.

ARTICLE XII - BUSINESS ACTIVITIES

- a) No tag sales, auctions or commercial businesses of any kind are permitted within the park.
- b) No peddlers, solicitors, or other door-to-door type sales people are permitted to conduct such activities in the park without the prior written permission of the management. Such permission shall not be withheld so long as the merchant does not present a danger to the health, safety or welfare of park residents.

ARTICLE XIII - CHILDREN

Residents are responsible for the conduct of their children and visiting children. Good behavior will be expected of them.

ARTICLE XIV

PURCHASERS, PROSPECTIVE PURCHASERS AND PROSPECTIVE RESIDENTS

No purchaser of a mobile home located in the park may enter the park to assume occupancy of that mobile home unless:

- a) At least thirty (30) days prior to entry the purchaser has filed with the management an application for occupancy on the form prescribed by the management, in order for the management to determine whether the purchaser meets the lawful rules of the park; and
- b) All past due rent and taxes on the mobile home are paid; and
- c) The mobile home must be in full compliance with ARTICLE III of these rules; and
- d) The purchaser is financially able to pay the rent and does not have a history of unlawful or unruly conduct; and
- e) The purchaser has signed the lease and rules of the park; and
- f) Any new trailer entering the park shall be no longer than 35 feet, including hitch and no older than 5 years.

ARTICLE XV - AUTOMOBILES

The vehicular speed limit through the camp is 5 M.P.H.

Always watch out for children.

All parking or standing of vehicles must be off the roads and not on other people's property.

The land in front of all toilet buildings is to be left open for emergencies, not for parking pleasures.

ARTICLE XVI
BOATS AND BOAT TRAILERS

All owners of boat trailers with or without boats must inform the management about their presence. They must be parked at a designated area chosen by management. There is a fee for parking. Arrangements are to be made at the office. Violators will be considered trespassers and such boats and/or trailers will be towed at the owners expense.

ARTICLE XVII - DRY WELLS

Each trailer and camp unit shall have a dry well for disposal of sink water only, dug and maintained by the tenant. This should be piped directly into the well for sanitary reasons.

There shall be no use of toilets or shower facilities in your trailer unless same are completely self contained units which do not empty onto the leased premises or the surrounding land.

ARTICLE XVIII - FIREWORKS

All types of fireworks are absolutely forbidden in the camp or on adjacent beaches. Their use is against Massachusetts laws.

ARTICLE XIX - SMOKE DETECTORS

All trailers must have operational smoke detectors. Lack of smoke detector will be a definite cause for notice of eviction. This is for your own safety.

ARTICLE XX - FIRES

Charcoal fires, in suitable outdoor burners, are allowed only after permission is granted by management and the Fire Company is notified. POSITIVELY NO FIRES ON THE BEACHES.

ARTICLE XXI - PARK DUTIES

a) Park management will maintain in good repair common areas including, but not limited to roads and lighting.

b) Park management will maintain in good repair common waste disposal facilities unless improperly utilized by a resident, in which case that resident will be responsible for the cost of necessary repairs.

c) The management and owners assume no responsibility for any loss due to fire, theft or vandalism, unless same occurs due to managements or owners reckless or negligent conduct.

d) Park will enforce these regulations for the benefit of all residents and make additional rules and regulations as reasonably necessary to protect the health, safety or welfare of residents.

ARTICLE XXII - STORAGE TERM

No resident may place or leave upon any lot located in the Park a mobile home, structure or other property during the period commencing October 16, 1987 and running through February, 29, 1988, unless said resident has previously executed a Storage Lease Agreement with the Park. During said period resident has the sole responsibility for inspection, maintenance, repair and security of the mobile home. Park is not responsible for any loss of or damage to any mobile home located in the Park during said period except for loss or damage directly attributable to the negligence of the Park. Resident must conform to and abide by all applicable Rules and Regulations of the Park during said term.

ARTICLE XXIII - LIABILITY

The Park specifically disclaims any liability for loss or damage arising out of any reckless or negligent act of the resident or those for whom the resident is legally responsible. No resident may act as an agent or assign of the Park.

I, THE UNDERSIGNED RESIDENT HEREBY AFFIRM THAT I HAVE READ AND I UNDERSTAND THESE RULES AND REGULATIONS OF THE PARK.

Signed this _____ day of _____, 1987.

BLACKMAN'S POINT TRAILER
AND CAMP GROUNDS

By: Bradford W. Blackman. _____
Resident of Lot # _____

STORAGE LEASE AGREEMENT

1. Blackman's Point Trailer and Camp Grounds, (hereinafter referred to as the "Park", hereby agrees to lease to Luzanne Clifford

98 Emerson Rd. Witter, MA. 02188

(hereinafter referred to individually and/or collectively as "resident") for a period of Five and One Half (5 1/2) Months commencing on October 16, 1986 and terminating April 30, 1987, a space for residents mobile home at the following described location:

LOT # 12 at Blackman's Point Trailer and Camp Grounds, Brant Rock, Massachusetts, consisting of land area approximately 30 ' by 50 ' and containing approximately 1500 square feet of land.

2. The rental for the above described premises and term shall be Eighty (\$ 60.00) DOLLARS payable by resident upon execution of this Storage Lease Agreement, in advance.

3. The resident agrees to conform to and abide by the Rules and Regulations of the Park which are hereby made a part of this agreement by reference. Resident further agrees to conform to and abide by any and all lawful changes and amendments which may from time to time be made to said Rules and Regulations in the future. Receipt by resident of a copy of said Rules and Regulations has been acknowledged below in paragraph thirteen (13) hereof.

4. It is understood and agreed between Park and resident that this is a storage lease agreement. Park is merely supplying resident with a space on which resident may store his mobile home during the period covered by the storage lease term set forth in paragraph 1 hereof. The term "resident" as used herein is for convenience and identification purposes only and is not intended to imply that the person or persons identified herein as "resident" have Parks authority to reside in a mobile home located in the Park during the term of this Storage Lease Agreement. Resident has absolutely no authority to reside in a mobile home located in the Park during the term of this Storage Lease Agreement. No person may occupy, live in, or use a mobile home located in the Park during the term of this Storage Lease Agreement except that resident is specifically authorized to and has the sole responsibility for inspection, maintenance, repair and security of the mobile home and must comply with the lawful Rules and Regulations of the Park.

5. This Storage Lease Agreement terminates in accordance with Paragraph 1, at which termination date resident agrees that he shall remove from the leased premises the mobile home and any and all structures which have been placed thereon. If the resident shall fail to remove same, the Park may enter and accomplish the removal and the resident agrees that he will indemnify the Park and hold harmless the Park against any loss or damage the resident sustains by reason of any removal of a mobile home caused by breach of this paragraph. In the event resident sells the mobile home during the storage lease term to a purchaser who meets the lawful current rules of the park, and said purchaser has executed an appropriate Lease provided by the Park, then the park agrees that this Storage Lease Agreement shall terminate on the day the purchaser enters the park and assumes responsibility for the mobile home.

6. Resident agrees that he will indemnify and hold harmless the Park, its agents and assigns against any loss or damage the resident may sustain by reason of any termination caused by breach of this Storage Lease Agreement, its terms, or other rules and regulations of the Park.

7. Resident further agrees to indemnify the Park for any costs and charges arising from the removal of a mobile home from the leased premises, including but not limited to towing, moving and storage charges, and also including legal fees and court costs in the event that

court proceedings are instituted for breach of this storage lease or to effect said removal.

8. Resident further agrees that he will indemnify and hold harmless the Park for any loss or damage which may occur to said mobile home.

9. Written notice from Park to resident shall be deemed to have been properly given if mailed to the address of resident set forth below or to the leased premises by certified mail, postage prepaid, return receipt requested. Written notice from resident to Park shall be deemed to have been properly given if mailed to the address of Park set forth below.

Park Owner

Resident

BLACKMAN'S POINT TRAILER
& CAMP GROUNDS
P. O. BOX 355
BRANT ROCK, MA. 02020

10. If any provision of this Storage Lease Agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

11. In the event that the Park is or becomes a trustee or partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the use or occupancy of said leased premises, the use or the maintenance of Park facilities or its approaches or equipment.

12. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other item, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

13. Resident acknowledges receipt of a copy of this Storage Lease Agreement and a copy of the Rules and Regulations of the Park which has been signed by an agent of the Park and has also been made a part of this agreement by reference in Paragraph 3 above. This Storage Lease Agreement also constitutes residents receipt for _____ (\$ _____) Dollars which has this day been received by the undersigned agent of the Park. Resident also acknowledges receipt of a copy of the certified mail receipts indicating that this Lease and the other Rules and Regulations of the Park have been submitted to and received by the Attorney General and the Secretary of Communities and Development.

I, _____, THE UNDERSIGNED RESIDENT
HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS STORAGE LEASE AGREEMENT
(TWO PAGES) AND THE RULES AND REGULATIONS OF THE PARK (TEN PAGES) AND I
UNDERSTAND THAT THEY ARE LEGAL DOCUMENTS WHICH CREATE CERTAIN BINDING
OBLIGATIONS. I HAVE HAD THE OPPORTUNITY TO REVIEW THIS STORAGE LEASE
AGREEMENT AND THE RULES AND REGULATIONS OF THE PARK WITH AN ATTORNEY
PRIOR TO SIGNING.

Signed this _____ day of _____, 1986.

BLACKMAN'S POINT TRAILER & CAMP GROUNDS

Resident should fill in date
and sign here

By: Bradford W. Blackman