

**THE ASSOCIATION OF GREAT NECK, INC.  
CONSTITUTION**

**ARTICLE I: NAME**

The name of the organization shall be “The Association of Great Neck, Inc.”

**ARTICLE II: PURPOSE and POWERS**

The Association of Great Neck, Inc., hereinafter also known as the Association and/or AGN, is a non-profit, charitable corporation formed for the protection of the natural resources on the properties owned and managed by the Association and for the promotion of social, recreational, educational, and civic activities for the benefit of Great Neck residents.

The Association shall have the following powers:

1. To hold real property in fee or easement on Great Neck.
2. To manage and maintain properties within its control.
3. To convey, whether in fee or a lesser property interest is held, land owned by the Association in fee or other property interests.
4. To accept donations in real or personal property from any person, public entity, private entity, corporation or any other source for the purpose of affecting the purposes identified in this Constitution or for operating the Association in accordance with its Bylaws.
5. To assess and collect dues or membership fees from residents and property owners and to limit membership to dues paying residents and property owners of Great Neck.
6. To expend monies in furtherance of the purposes enumerated in this Constitution and as implemented in the Bylaws of the Association.
7. To adopt Bylaws.

**ARTICLE III: BYLAWS**

Bylaws shall be established for the purpose of governing the operations and administration of the Association. Bylaws and bylaw amendments shall be adopted by a majority vote of the members in good standing present at a scheduled membership meeting of the Association.

## **ARTICLE IV: MEMBERSHIP**

Members shall be residents and/or property owners of the area known as Great Neck further defined as starting at the Northwesterly point of Number 142 Jeffrey's Neck Road and encompassing all lands continuing in a Southeasterly direction to and including the area known as the Pavilion Beach.

Members who pay the current annual dues shall be considered "members in good standing" and are thereby accorded voting rights and other privileges

A membership shall qualify an individual or a family group of husband and wife (or two persons living together as a couple) and their children living at home to membership privileges.

## **ARTICLE V: GOVERNING BODY**

The governing body of the Association shall be the Executive Board consisting of the Officers of the Association and Board members representing the residents and property owners of Great Neck. The Board shall total not less than seven (7) nor more than eleven (11) persons in all, the number to be determined by the current Board. All Executive Board members shall be residents of Great Neck and members of the Association. 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 expressly reserved to the members of the Association by this Constitution and Bylaws.

The Executive Board shall be elected at the Association's Annual Meeting and shall take office at the following monthly Executive Board meeting and serve for one year or until their successors are duly elected.

Any Executive Board Member may be subject to disciplinary action by a two thirds (2/3) vote of the entire Executive Board for non-performance of duty in Office, or for persistent, unexcused, non-attendance at meetings of the Executive Board. This action could be removal from Office or suspension of authority.

The Officers of the Association shall consist of the President, Vice-President, Secretary, and Treasurer. The responsibilities of the Officers are as follows:

A. President The President shall exercise general supervision over the affairs of the Association, shall call and chair all meetings of the general membership and the Executive Board, shall establish special committees and shall appoint all committee chairpersons. The President shall be an ex-officio member of all committees and shall serve as chairperson of the Nominating Committee. The President shall serve for one year on the Executive Board following the completion of his/her term in office.

B. Vice-President The Vice-President shall perform the duties of the President in the absence of the President or at the request of the President. He/she shall carry out special responsibilities designated by the President and/or the Executive Board. Should the office of the President become vacant, the Vice-President shall assume the duties of President immediately.

C. Secretary The Secretary shall keep an accurate record of all proceedings of the Association, shall provide meeting Minutes of the general membership and Executive Board meetings, shall be the custodian of all records and reports requested kept on file, and shall handle all correspondence as directed by the Association. The Secretary shall also be responsible for filing incorporation papers with the State annually.

D. Treasurer The Treasurer shall receive and hold (deposit) all funds of the Association, shall prepare all reports required by law, shall keep and have readily available at all times membership lists which detail those in "good standing", 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. The treasurer shall make disbursements in accordance with the Bylaws.

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.

## **ARTICLE VI: PERMANENT AND SPECIAL COMMITTEES**

Permanent committees shall be known as the Nominating and Scholarship committees. Each of the Standing Committees shall have a chairperson who will be appointed annually. The duties and responsibilities of each of the committees are as follows:

A. Nominating Committee The Nominating Committee shall be appointed by the Executive Board at its April monthly meeting. The committee chaired by the President and including either two or four other Board members shall recommend a slate of officers and board members for the following year at the Executive Committee's May monthly meeting. In making their recommendation the Nominating Committee will attempt to recruit Board members who reside in areas that would represent the entire Neck. The Executive Board at their May meeting will vote to approve a slate of officers and board members for presentation to the general membership at the Annual Meeting

B. Scholarship Committee The Scholarship Committee shall be appointed by the Executive Board at its April monthly meeting. The Committee, chaired by a Board member shall consist of no less than three nor more than five Board members. Annual scholarship(s) are offered to a qualified graduating high school

senior who resides on Great Neck and whose family is an AGN member. The Scholarship Committee will recommend recipients at the May monthly meeting and a simple majority vote of the full board will confirm this.

## **ARTICLE VII: MEETINGS**

An Annual Meeting of the membership shall be held in May of each year to elect the Executive Board, receive reports and perform other functions that are required by law or specified in the Bylaws. The President of the Association or his/her designee shall preside.

Member meetings other than the Annual meeting can be held in accordance with the Bylaws.

The Executive Board shall establish a regular meeting schedule in conformance with the Bylaws, and make such schedule known to the membership.

## **ARTICLE VIII: AMENDMENTS**

This Constitution may be amended at the Annual Meeting of the Association, at any meeting of the general membership of the Association or, in the sole discretion of the Executive Board when circumstances require immediate action. The full text of any proposed amendment, with notice that it will be acted upon, shall be available to members within the ten (10 ) day notice of the Annual Meeting or any other meeting of the general membership. Amendments to the Constitution must be accepted by a two-thirds vote of the members in good standing present. No substantive modification, in the discretion of the President, of any proposed amendment shall be permitted at the membership meeting.

## **ARTICLE IX: 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 the 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.

**THE ASSOCIATION OF GREAT NECK, INC.  
BYLAWS**

**CHAPTER 1: GOALS AND CHARITABLE BENEVOLENT ACTIVITIES**

Major goals of the Association are:

1. Consistent maintenance and improvement of the properties which are owned and managed by the Association. Maintenance and improvement activities will be guided by the restrictions outlined in the Deed of Conservation Restriction which is attached as Exhibit 1.
2. Promotion and coordination of activities which benefit all the residents of Great Neck
3. Participation with the Town of Ipswich in promoting programs which encourage the establishment and maintenance of clean waterways and clean open spaces on all of Great Neck.
4. Advocacy of the acquisition of lands on Great Neck by the AGN and any other entity who will hold them as open space, and the protection of such lands and wild life through conservation restrictions for the esthetic appreciation of all who see and use them.
5. Maintenance of a permanent deed of conservation restriction for the property known as the A.B. CLARK BEACH which is owned by The Association of Great Neck, Inc. 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 recorded at Book 8098 at Page 247/2.

Said conservation restrictions are annexed hereto as Exhibit 1, and designated as the Deed of Conservation Restriction to be maintained in perpetuity by the Association of Great Neck, Inc. or its successors for the benefit of each and every parcel of Great Neck with its main purpose to retain the land and water areas predominately in the natural scenic and open condition, and limiting the specific activities as on the form annexed hereto. This commitment may only be changed by a 100 percent affirmative vote of the Association at a scheduled meeting at which a quorum is present, and further with a confirming 100 percent affirmative vote by each and every household on Great Neck.

Said original deed is annexed as Exhibit A.

Charitable, benevolent activities that are authorized may include, but are not limited to the following:

1. Funding of an annual academic scholarship to a student/students whose family resides on Great Neck and who are current members of AGN. Scholarship award will be based on recommendation of the Scholarship Committee using competitive standards. Scholarship approval will be as a result of a simple majority vote of the Executive Board.
2. Actively support neighborhood upkeep of the Great Neck Playground in cooperation with the maintenance efforts of the Town of Ipswich Parks Department.
3. Encouragement and support of requests for donations of funds which advance the public good of all residents of Great Neck. All donation requests will require supporting documentation as to the benefit of the donation. All approved donations will be as a result of a simple majority vote of the Executive Board.

## **CHAPTER II: DUES and MEMBERSHIP**

Dues levels and dues for the following fiscal year shall be determined by the Executive Board at their April Meeting. Annual dues shall be payable on or before the first day of June and shall apply to the upcoming fiscal year.

Membership is limited to those persons who have paid the current annual dues who are thereby accorded voting rights and other privileges.

The fiscal year shall commence on the first day of June and end on last day of May.

## **CHAPTER III: MEETINGS**

### Annual Meeting

The Annual Meeting of the Association shall be held on the second Saturday in May and at such time and place as the Executive Board may designate. The Executive Board shall notify the residents of Great Neck of the meeting time and location by placing a notice in the Ipswich Chronicle at least ten (10) days prior to the meeting. If the meeting is not held as herein provided for any reason, a special meeting of the Association shall be called by the President and Executive Board to be held in lieu of and for the purpose of the Annual Meeting.

The Annual meeting shall be for the purpose of:

1. Electing Officers and members of the Executive Board

2. Introducing permanent committee members
3. Receiving reports from the Treasurer, Secretary, and permanent committee chairpersons
4. Conducting any business specified by the Executive Board or members of the Association.

A quorum for the meeting shall be fifteen (15) percent of the current general membership. In case of a failure to achieve a quorum, a majority of the members present may vote to adjourn indefinitely, or may vote to adjourn to a definite time and place without giving further notice of the adjournment. Any business may be transacted at such place of the adjourned meeting as might have been transacted at the meeting originally called.

#### Executive Board

Meetings of the Executive Board shall be held monthly, if required. A meeting may also be called at any time by the President or at the written request of three (3) members of the Executive Board. A majority of the current Executive Board membership shall constitute a quorum.

#### Special Membership Meetings.

Special Meetings of the Association may be called at any time by the request of the President, the Executive Board, or upon the written request from five (5) or more members in good standing of the Association. Quorum requirements at Special Meetings will be the same as the Annual Meeting Requirements.

The procedures used to conduct meetings of the Association and its committees shall be broadly guided by, but not strictly governed by, the parliamentary rules as laid down in Robert's Rules of Order. Where a specific provision of the Constitution or By-Laws conflicts with any provision of Robert's Rules, the Constitution and By-Laws shall govern.

### **CHAPTER IV: NOMINATION AND ELECTIONS**

Nominations for election as an Officer and other Board Member at the Annual Meeting can be made by either the Nominating Committee as approved by the Executive Board or by petition signed by five (5) members in good standing of the Association and received by the President at least ten (10) days prior to the Annual Meeting.

Election to a position of responsibility in the Association shall be by simple majority of the Members in good standing.

The President and the Vice-President may not serve more than three consecutive one year terms in their respective offices.

## **CHAPTER V: DISBURSEMENT OF FUNDS**

The Treasurer shall make disbursements that have been authorized by the Executive Board. Recurring bills from known vendors of normal amounts shall be paid by check by the Treasurer without additional approval. All other bills greater than an amount set by the Executive Board shall be approved by the appropriate Officer or Committee Chairperson.

## **CHAPTER VI: 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 Great Neck.

## **CHAPTER VII: RULES AND REGULATIONS.**

The Association has adopted the following Rules and Regulations:

1. Beach Opening
2. Dogs

These Rules and Regulations may be viewed on the Association's website or obtained by contacting the Association's Secretary.

## EXHIBIT 1

### 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 conveys 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, bird watching, 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 Apponatox 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.

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

1986 JAN 28 9 31 12 # 3371

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 26<sup>th</sup> day of 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. 22, 1988

25-

CONFIRMATORY DEED

BOOK 8098 PAGE 217

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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 26<sup>th</sup> day of ~~August~~ <sup>SEPT</sup>, 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, 1988