

LAW OFFICE OF MATTHEW P. FITZSIMMONS, P.C.

965 ROUTE 28
SOUTH YARMOUTH, MA 02664

(508)827-4078 TELEPHONE
(508)815-1325 FACSIMILE

PLEASE REFER TO
FILE NO.
2023-2769-SE

October 17, 2025

To: Seabrook Village Lot Owners

Re: Seabrook Village Association, Inc. & Dues Collection

Dear Owners,

It was a pleasure to meet many of you during your association's Annual Meeting, and to see such healthy engagement in your community.

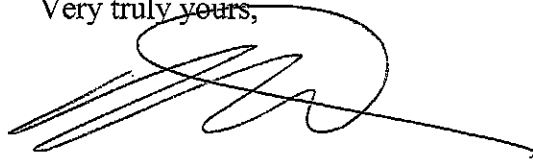
In furtherance of owners' approval at the meeting to continue the effort to re-establish restrictions that otherwise naturally expired last year, once we have the drafting of the vote certificate and assents complete we will share them with your community's Board to then proceed with the collection of signatures from owners willing to re-establish restrictions upon their property.

Also, some questions following the meeting arose regarding the association's collection of dues and whether that had been affected by the expiration of restrictions. This letter shall confirm that only the restrictions within the previously-in-effect SVA covenants expired, but the existence of the association as an incorporated entity, its by-laws, and the rights within them, including for the collection of dues, remains. Generally speaking, annual dues and common area maintenance remain enforceable as an equitable servitude, even where covenants restricting lots have been deemed void due to expiration.

The association's dues, in turn, help maintain the common areas and facilities for which lot owners still retain rights to use and enjoy, rights that did not and do not disappear with the expiration of covenants and restrictions.

Thank you again for the time to address your community at the Annual Meeting, and please do not hesitate to direct any inquiries to your Board should you have any questions.

Very truly yours,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Matthew P. Fitzsimmons, Esq.