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UPHAM FARMS CONDOMINIUM
MASTER DEED

3800
[Signature]

Upham Farms Development Corp., a Massachusetts corporation with a principal address of One Yankee Division Highway, Beverly, Massachusetts (hereinafter referred to as "Declarant" or "Seller"), being the sole owner of the land in Charlton, Worcester County, Massachusetts, described in paragraph 1 below, does hereby by duly executing and filing this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the Massachusetts General Laws.

The name of the condominium is Upham Farms Condominium, with an address at Upham Farms, Charlton, Worcester County, Massachusetts.

1. The Description of the Land.

The Condominium consists of the land located in Charlton, Massachusetts shown as Phase I, Phase II and Phase III on a plan entitled "Upham Farms Condominium Site Plan" dated February 27, 1996 prepared by Bouley Brothers, Inc., Professional Land Surveyors ("Site Plan") which land consists of 20.624 acres, according to said Site Plan and which Site Plan is recorded in Plan Book 702, Plan 1. The premises are subject to and with the benefit in common with others now or hereafter entitled to use all the roads, driveways, utility easements and leaching fields shown on the Site Plan for all purposes for which roads, driveways, utility easements and leaching fields are used (except as hereinafter set forth), including but not limited to the right of the Seller, its successors and assigns and all unit purchasers in all phases to use said roads, driveways, utility easements and leaching fields except as hereinafter set forth), together with the right to reconstruct and/or to install, repair, replace and maintain, now or in the future, drain lines, electric and water lines, pipes and conduits for all types of utilities serving all phases, including the right to grant all such rights to other adjoining land owners, under and across all phases. There are three (3) separate septic systems located on the Phase III portion of the land comprising the Condominium. Two of said septic systems, referred to herein as System A and System B, the approximate locations of which are shown on the Site Plan as "LEACHFIELD APPROX. LOCATION" but not labeled as System A and System B on the Site Plan, comprise the septic system which shall service Phase I, Phase II and Phase III of the Condominium. The third such system, herein referred to as System C, does not and shall not service the Condominium. Said System C is not shown on the Site Plan. The approximate location of said System C is to the south of said "LEACHFIELD APPROX. LOCATION". As to said System C, Seller hereby reserves for itself and its successors and assigns as appurtenant to the land shown as "Land Owned by Others" on the Site Plan the right and easement to use said System C to service the land shown as "Land Owned by Others" on the Site Plan, which land is not part of the Condominium and, as included in said right and easement, the right to come onto the property comprising the Condominium from time-to-time for the purpose of connecting

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Hubbs Abstract Co.
Upham Farms Condo Special

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to, repairing, maintaining, improving and replacing said System C; Seller may cause to be recorded with the Worcester County Registry of Deeds appropriate documentation locating and depicting the easement rights reserved herein relative to said System C. Seller reserves the right to widen all roads and driveways and to construct other roads and driveways within the Condominium and to grant other adjoining land owners rights to use said roads and driveways. Seller reserves to itself and specifically excludes from the land comprising the Condominium the fee in Highfield Road and Upham Hill Road both as shown on the Site Plan, subject, however, to the rights of Unit Owners in all Phases of the Condominium to use said roads for all such purposes as said roads are customarily used and further subject to the rights of Unit Owners abutting Highfield Road to use such portions of Highfield Road as are used for driveway and yards. The costs of the upkeep, maintenance, repair and replacement of Highfield Road and Upham Hill Road shall be the responsibility of The Upham Farms Condominium Trust.

2. Description of the Buildings.

The Condominium initially shall contain three (3) buildings (the "Buildings") located on the land above described, "Building D" and "Building E" and "Building F" respectively located in Phase I as shown on the Site Plan. The Units of the Condominium shall be those within the Buildings as shown on the Floor Plans recorded herewith.

Building D, E and F each contain four (4) Units. Each building is a two-story building with a ground level, constructed principally of concrete block and wood bearing wall construction with wood siding and wood floors except the ground level, which is concrete slab on grade. Interior partitions are wood studs with plastered wallboard finishes. Each building has copper and PVC plumbing and an asphalt roof.

3. Description of Units.

The description of each Condominium unit (the "Units") is as follows:

Each Unit contains 2 stories and a ground level. The ground level is unfinished. The first story consists of a kitchen, living room, dining area, 1/2 bath, hall, stairs and closets. The second story consists of 2 bedrooms, a full bath, a separate hall closet and a stairwell.

Each Unit has as appurtenant thereto, the exclusive right and easement to use the patio and a balcony adjacent to the Unit.

Each Unit also includes as part of the Unit a garage located in a semi-detached garage building adjacent to the Unit. Each such garage building in Phase I and Phase II contains two (2) garages; each garage within each garage building is designated on the Plan with the applicable Unit designation.

Each Unit Owner shall have the appurtenant exclusive right and easement to use for access and parking purposes that portion of the driveway directly in front of said Unit Owner's garage as shown on the Site Plan and designated thereon as "D E. - " followed by the numeric portion of the applicable unit designation. By way of example only, the portion of the driveway shown on the Site Plan designated as "D.E. - 24" delineates the exclusive right and easement area appurtenant to Unit F-24.

All driveways and garages shall be maintained by the Condominium Trust. Unit Owners shall be responsible for the upkeep, maintenance and repair of the interior of their garage, including, but not limited to, the replacement of light bulbs, glass and the repair of any damage caused by the Unit Owner to the interior or exterior of the garage and the upkeep, maintenance, repair and replacement of the garage door and any automatic garage door opening equipment. Any taxes or other municipal assessments directly attributable to these garages shall be borne by the Unit Owners. The maintenance, upkeep, replacement and repair of the garages shall be a common expense except as set forth herein. Garages may be used only for storage.

All parking shall be subject to such rules and regulations promulgated by the Trustees of the Condominium Trust.

The boundaries of the Units with respect to the floors, ceilings and walls thereof are as follows:

- i) Floors: the upper surface of the concrete floor slab of the ground level or garage, as the case may be;
- ii) Ceilings: the plane of the lower surface of the roof rafters;
- iii) Interior Building Walls Between Units: the plane of the surface of the plaster facing such Unit;
- iv) Exterior Building Walls: the plane of the interior surface of the wall plaster.

The immediate common areas to which the Units have access is the land shown on the Site Plan.

All Unit Owners and their invitees have the right to drive over and walk on the common driveways as shown on the Site Plan.

The Units are further described in Schedule A, which is attached hereto and made a part hereof.

4. Description of Common Areas and Facilities.

The common area and facilities of the Condominium ("Common Elements" or "Common Area") consist of:

(a) Said land above described in paragraph 1 together with the benefit of and subject to all rights, easements and restrictions of record insofar as the same may be in force and applicable and subject to the easements and exclusive rights as set forth herein and to the rights of the Declarant to add subsequent phases to the Condominium.

(b) The yards, gardens, driveways, walkways, garages, fences, shafts, foundations, structural columns, girders, beams, supports, interior walls, interior floors, and ceiling joints, studding, roofs, common walls, and other improvements including bulkheads, railings, exterior steps and exterior lighting fixtures.

(c) Those portions of floors, ceilings and walls not included in the Units as defined in Article 3 hereof.

(d) The balcony or patio extending from each Unit, provided, however, that each Unit, provided, however, that each Unit Owner shall have the exclusive right and easement to use the balcony or patio extending from his Unit as described in the Unit Deed and each Unit owner shall be obligated to maintain said balcony or patio.

(e) Such additional common areas and facilities as may be defined in Chapter 183A.

5. Site Plan and Floor Plans.

Simultaneously with the recording hereof, there has been recorded with the Worcester County Registry of Deeds, a site plan dated February 27, 1996, entitled "Upham Farms Condominium Site Plan" prepared by Bouley Brothers, Inc., Professional Land Surveyors, and floor plans for Building D, E and F, by Charles Basile, Registered Architect, showing the layout, location, unit numbers and dimensions of the Units in Buildings D, E and F and stating the name of the Condominium, and bearing the verified statement of said Registered Architect, certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units in Buildings D, E and F, as built and that the building has no name. The foregoing site plan and floor plans and any additional plans recorded pursuant to the addition of Phases to the Condominium are sometimes referred to collectively as the "Plans". *SITE PLANS RECORDED IN PLAN BOOK 702 PLAN 2.*

5a. Phases

The Declarant reserves the right to develop the Condominium in phases as follows:

With the recording of this Master Deed the Condominium shall consist of Buildings D, E and F and the land area of Phase I and the improvements and land area of Phase II and Phase III as shown on the Site Plan.

Phase II shall consist of Buildings A, B and C and the land area and improvements designated as Phase II on the Site Plan.

Declarant may thereafter amend this Master Deed without the consent of any unit owner or mortgagee to include Phase II (i.e. Buildings A, B and C and the other improvements on Phase II). Buildings A, B and C shall each contain four units. There shall be recorded with said Amendment the floor plans for Buildings A, B and C, showing the layout, location, unit number and dimensions of the Unit, certifying that the floor plans of the Units fully and accurately depict the layout, location, Unit Number and dimensions of the Units, as built.

Thereafter, "floor plans" shall mean the recorded floor plans for Buildings A, B, C, D, E and F.

Declarant reserves the right (without having any obligation) to amend the Master Deed to include Phase III. Phase III shall consist of not more than 30 Units subject to the design review approval of the Charlton Planning Board. Each purchaser of a Unit within the Condominium, by his recordation of a deed to his respective Unit, shall be deemed to consent to a change in his percentage interest incident to the inclusion of additional phases in the Condominium and to the following amendment to this Master Deed: At such times as construction of the buildings in subsequent phases have been completed, the Seller may, from time to time without necessity of further consent from any Unit Owner or unit mortgagee, amend this Master Deed so as to subject such subsequent phases to the provisions of Massachusetts General Laws Chapter 183A. The foregoing amendments shall contain all of the particulars required by said Chapter 183A and shall be recorded with "as built" plans as required by said Chapter 183A. From and after the recording of such amendment, the Condominium shall include such subsequent phases. All three phases of the Condominium must be completed within seven (7) years from the date of recording of this Master Deed. Until amendments are recorded adding subsequent phases the buildings thereon shall remain the property of the Declarant and shall not constitute part of the Condominium. The percentage of ownership in the Common Elements shall determine the method for allocating assessments and granting voting rights for subsequent phases. All improvements intended for further phases will be subsequently completed prior to annexation. Future improvements will be consistent with the initial improvements in terms of quality of construction. The percentage of all Units will be readjusted in the amendment creating Phase III based upon the ratio of the approximate value of each unit to the appropriate aggregate value of all Units in all Phases at the time Phase III is added to the Condominium.

6. Use of Building and Units.

The Units are intended for residential purposes and other uses permitted by the Town of Charlton. No other use may be made of any Unit without the prior written consent of the Trustees of Upham Farms Condominium Trust, which trust is hereinafter described. The Common Elements may be used only for such ancillary uses as are required in connection with such purposes. The Declarant may, until all of such Units have been sold by said Declarant, use any Units owned by Declarant as rental offices, as models for display and for similar purposes related to the sale or leasing of said Units. Unit Owners may lease their Unit, subject to such reasonable rules and regulations as may be promulgated by the Trustees of the Trust.

7. Amendment of Master Deed.

This Master Deed may be amended by vote of 67% in beneficial interest of all Unit Owners including the Declarant as owner of any Units, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 67% in beneficial interest of all Unit Owners including the Declarant as owner of any Units.

The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force and effect unless the same has been filed with said Registry within six (6) months after such date.

Notwithstanding the foregoing, the Declarant, its successors and assigns, may acting alone amend this Master Deed to include additional phases as described in Section 5a. hereof.

No instrument or amendment affecting any Unit subject to a first mortgage of record thereon held by a bank, credit union, insurance company, or any other lender, or a purchase money second mortgage held by the Seller or its assigns shall be of any force or effect unless the same has been assented to by such holder; and

No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Seller (i.e. not pertaining generally to all unit owners) shall be of any force or effect unless the same is also signed by the Seller or any successor to the Declarant's interest in the Condominium.

No instrument of amendment affecting any Unit upon which there is a first mortgage held by the Seller, his heirs or assigns, which adversely affect the lien of any such mortgage, shall be of any force or effect unless the same shall have been assented to by the holder of such mortgage.

To the extent necessary to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation, the provisions of the following shall apply notwithstanding any other provisions of this Master Deed and subject to any greater requirement of c. 183A. Unless all of the first mortgagees of Units have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters:

(a) Except as provided in Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, all of the first mortgagees holding mortgages on the individual Units of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to his Master Deed or otherwise, shall:

(i) by act or omission, seek to abandon or terminate the Condominium;

(ii) change the pro-rate interest or obligation of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award; or (ii) determining the pro rata share of ownership of each Unit in the common area and facilities;

(iii) partition or subdivide any unit into more than one unit;

(iv) by act or omission seek to abandon, partition into more than one unit, subdivide into more than one unit, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection;

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Subject to Massachusetts law, any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or bylaw will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.

(c) In no case shall this Master Deed give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.

(d) The Condominium is not to be subject to any proposal or plan for additions thereto or expansion thereof except as may be set forth in this Master Deed.

(e) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(ii) accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor;

(iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in the proceeding subsections (i) and (ii).

Any party who takes title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any such right of first refusal adopted by the Unit owners and incorporated into this Master Deed or the Condominium Trust.

Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not the Condominium as a whole.

Notwithstanding any to the contrary in this Master Deed, the consent of the Owners of Units to which have 67% of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Units which have at least 51 % of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Master Deed or any other of the documents of the Condominium which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas;
- d. Insurance or Fidelity Bonds;

- e. Rights to use of the Common Elements;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- h. Boundaries of any unit;
- i. The interests in the general or Limited Common Elements;
- j. Convertibility of units into common areas or of common areas into units;
- k. Leasing of Units;
- l. Imposition of any right of first refusal or similar restriction on the right of Unit Owner to sell, transfer or otherwise convey his or her Unit;
- m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

The provisions of subparagraphs a-m do not apply to amendments or termination of the Condominium as a result of destruction, damage or condemnation.

Nothing contained herein shall permit the percentage of the undivided interest of each unit owner in the common areas as expressed in this Master Deed to be altered without the consent of all Unit Owners expressed in an amended Master Deed duly filed.

8. Name of Condominium Trust.

A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is Upham Farms Condominium Trust ("Trust"). The names of the initial Trustees of the Trust are as follows:

Adam Rand
Gregory A. Rand
Paul D. Quinn

The Declaration of Trust contains By-Laws enacted pursuant to said Chapter 183A. The mailing address of the Trust and of the initial Trustees is One Yankee, Division Highway, Beverly, MA.

9. Determination of Percentages in Common Elements and Common Expenses.

Schedule A and Exhibits A and AA attached hereto and made a part hereof show the number of each Unit, the location, approximate area, number of rooms, immediate common areas, and the proportionate interest of each Unit in the Common Elements. The proportionate interest for Phase I alone and also for Phase I and Phase II is shown in Exhibits A and AA attached hereto. The proportionate interest for Units in Phases 1, 2 and 3 is determined in the manner described in Section 5 hereof.

10. Units Subject to Master Deed, Unit Deed and Declaration of Trust.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Unit, the Condominium Declaration of Trust, as the same affect the use and maintenance of the Common Elements as they may be amended from time to time. The filing of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulation, annexed to the Condominium Declaration of Trust, and the site and floor plans of the Condominium filed simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provision were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, or the Condominium Declaration of Trust by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

11. Sale, Rental and Mortgaging of Units.

The Seller reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights and obligations (to the extent required by FNMA), as owner of unsold Units, as any other Unit Owner.

No Unit Owners shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and

taken to include the interest or interests so committed, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant Interests of all Units.

"Appurtenant Interest", as used herein, shall include:

(i) the undivided interest of a Unit Owner in the Common Elements; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any of the assets of the Trust and (iv) exclusive rights of Unit Owners as provided in the Master Deed to certain areas. Areas as to which Unit Owners have exclusive rights are sometimes referred to herein as Limited Common Elements or Exclusive Common Areas.

12. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

13. Waiver.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

14. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

15. Conflicts.

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

16. Modification and Maintenance of Units.

The Owner of any Unit may make any interior changes or modifications of the Unit, subject always to provisions of this Master Deed and the provisions of the Condominium Trust. Any and all work, with respect to the foregoing, shall be done in a good and workmanlike manner pursuant to building codes and without the consent of the Condominium Trustees or other Unit Owners.

Each Unit Owner shall be responsible for the maintenance of his Unit.

The architectural and structural integrity of the Buildings and the Units therein shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no screen, antenna, sign, banner or other device, and no exterior or structural change, addition, projection, or other feature shall be erected or attached to any such Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door frames shall be made, and no painting, attaching of decorations shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without the approval of the Trustees, but this subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

16a. Limited Common Areas

Exclusive easements are sometimes referred to as Limited Common Areas or Exclusive Common Areas.

17. Miscellaneous

Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws), Declarant reserves the right and power to file a special amendment ("Special

Amendment") to this Master Deed or the Declaration of trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entitles to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Declaration of Trust into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Seller to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be and the acceptance of, and a consent to the reservation of, the power to the Seller to vote in favor of, make, execute and file Special Amendments. The right of the Seller to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Seller or any officer of Seller no longer holds or controls title to a Unit.

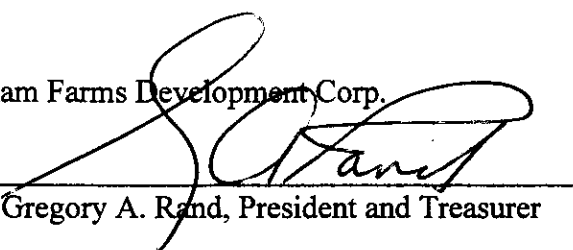
18. Encroachments

If the construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements results either in the Common Areas encroaching on any Unit or is a Unit encroaching on the Common Areas or another Unit, a valid easement shall be created for both the encroachment and its maintenance. The easement shall extend for whatever period the encroachment exists.

19. Definitions

All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

1996 WITNESS the execution hereof, under seal, as of the 26TH day of FEBRUARY,

Upham Farms Development Corp.
BY: 
Gregory A. Rand, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

County of *Essex*

February 26, 19996

Then personally appeared the above named Gregory A. Rand, President and Treasurer of Upham Farms Development Corp., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Upham Farms Development Corp., before me

Saul J. Feldman

Notary public:

My commission expires: *11/30/2001*

SAUL J. FELDMAN

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SCHEDULE "A"

The Unit designations of all Units in Phases I and II are shown in Exhibit "AA".

The Unit designation and approximate area of each Unit in Phase I is as follows:

<u>UNIT DESIGNATION</u>	<u>APPROXIMATE AREA IN SQUARE FEET</u>
D-13	1856
D-14	1890
D-15	1890
D-16	1890
E-17	1890
E-18	1890
E-19	1813
E-20	1890
F-21	1890
F-22	1890
F-23	1890
F-24	1890

All Units in Phases I and II are located in the building bearing the same letter designation as the Unit. By way of example only, Unit D-13 is located in Building D as shown on the Site Plan.

All Units in Phases I and II have six (6) rooms: ground level, living room, kitchen/dining area, two (2) bedrooms and garage plus one and one-half (1 1/2) bathrooms, closets, stairs and hall.

EXHIBIT "A" - PHASE I

<u>UNIT DESIGNATION</u>	<u>PROPORTIONATE INTEREST IN COMMON ELEMENTS</u>
D-13	8.58 %
D-14	8.274%
D-15	8.172%
D-16	8.376%
E-17	8.376%
E-18	8.274%
E-19	8.170%
E-20	8.376%
F-21	8.376%
F-22	8.274%
F-23	8.172%
F-24	<u>8.58 %</u>
	100.00%

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EXHIBIT "AA" - PHASE I and II

<u>UNIT DESIGNATION</u>	<u>PROPORTIONATE INTEREST IN COMMON ELEMENTS</u>
A-1	4.290%
A-2	4.137%
A-3	4.086%
A-4	4.188%
B-5	4.188%
B-6	4.137%
B-7	4.086%
B-8	4.188%
C-9	4.188%
C-10	4.137%
C-11	4.084%
C-12	4.290%
D-13	4.290%
D-14	4.137%
D-15	4.086%
D-16	4.188%
E-17	4.188%
E-18	4.137%
E-19	4.086%
E-20	4.188%
F-21	4.188%
F-22	4.137%
F-23	4.086%
F-24	4.290%
	100.000%

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ATTEST: WORC. Anthony J. Vigliotti, Register