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FIRST AMENDMENT TO  
UPHAM FARMS CONDOMINIUM  
MASTER DEED

Reference is hereby made to the Master Deed of Upham Farms Condominium dated February 26, 1996 recorded on March 6, 1996 with the Worcester County Registry of Deeds in Book 17729, Page 102 ("Master Deed") whereby 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 said Master Deed, by duly executing and recording the Master Deed, submitted 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 and thereby created Upham Farms Condominium.

The undersigned constitute more than 67% of the beneficial interest of all Unit Owners.

Pursuant to paragraph 7 of the Master Deed, the Master Deed is hereby amended by adding the following to paragraph 3 of the Master Deed:

Each Unit Owner shall have the exclusive right and easement to use that portion of the common area adjacent to the Unit as delineated by a broken line on the Site Plan and as designated thereon with regard to the unit as "Y.E. - " followed by the numeric portion of the applicable unit designation. By way of example only, the portion of the common area shown on the Site Plan as "Y.E. - 24" delineates the exclusive right and easement area appurtenant to Unit F-24. Such exclusive right and easement areas are hereinafter referenced to as "Yard Easement(s)".

Yard Easements may be utilized for such uses as yards of single family dwellings are customarily used including specifically, but not limited to, the placing thereon and use of lawn furniture, portable barbecue grills, and swing sets and similar apparatus. In addition, a Unit Owner may extend by up to eight (8') feet the stockade fence separating such Unit Owner's patio from the adjoining patio by installing additional stockade fencing similar in design, quality and construction to the existing fencing separating such patios. In no event shall the total length of all such fencing exceed sixteen (16') feet; that is, if a Unit Owner installs an additional eight (8') foot section of stockade fencing to extend the fencing separating patios, then the Owner of the adjoining Unit may not install any such fencing. All Unit Owners shall have the right to install up to eight (8') feet of similar stockade fencing extending from rear corner of such Unit Owners Unit opposite the patio of such Unit and extending to the rear of the property comprising the Condominium. The owners of Unit A-4, B-5, B-8, C-9, E-17, E-20 and F-21 shall have the option of installing such additional fencing toward the next adjacent building in such a fashion as continuing the rear wall of the building containing such Units, said option to be exercised in lieu of installing fencing toward the rear of their property as set forth in the immediately preceding sentence.

Any and all work with respect to installing such fencing shall be done at the sole cost and expense of the respective Unit Owner(s) and shall be done expeditiously in a

*Return*

Adelson, Golden & Loria, P.C.  
Two Center Plaza  
Boston, Massachusetts 02108

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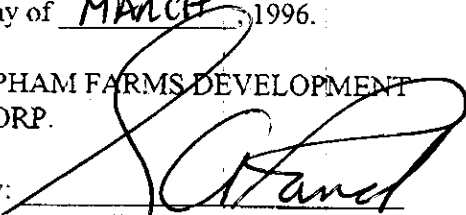
good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations, and pursuant to plans and specifications which have been submitted and approved in writing by the Trustees, which approval shall not be unreasonably withheld or delayed. The Unit Owner(s) installing such fencing shall indemnify, defend and hold harmless the Condominium Trust from any and all claims of any kind and nature arising from, related to or resulting from such fencing.

The upkeep, maintenance, repair and replacement of all such stockade fencing shall be the responsibility of the Condominium Trust, the expense of the same shall be the responsibility of the Owner(s) of the Unit(s) within whose Yard Easement such stockade fencing is located.

The Yard Easements shall be subject to such rules and regulations as may be promulgated by the Trustees of the Condominium Trust.

EXECUTED under seal as of the 29TH day of MARCH, 1996.

UPHAM FARMS DEVELOPMENT CORP.

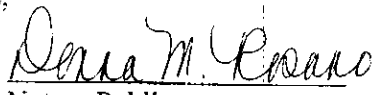
By:   
Gregory A. Rand,  
President and Treasurer and Owner  
of Units D-13, D-14, D-15, E-17,  
E-18, E-19, E-20, F-21, F-22, F-23  
and F-24

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

March 29, 1996

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

  
Notary Public:  
My Commission Expires: 11/28/97

1st City/upham/Istamend

*seal*

ATTEST: WORC. Anthony J. Vigliotti, Register