

MASTER DEED
SUTTON POND CONDOMINIUM

John J. Nolan and Ernest A. Gralia, III, as Trustees of Elm Mill Realty Trust, under Declaration of Trust dated December 28, 1992, recorded in the Essex North District Registry of Deeds in Book 3675, Page 247, (hereinafter collectively referred to as the "Declarant"), and having a principal place of business at 200 North Main Street, East Longmeadow, Massachusetts, being the sole owner of the land in North Andover, Essex County, Massachusetts, described in Schedule A attached hereto and incorporated herein (the "Land"), do hereby, by duly executing and recording this Master Deed, submit said Land, together with the buildings and improvements erected thereon (except as described herein below), and all easements, rights, and appurtenances belonging thereto (except for those certain easements, rights and appurtenances as described herein below, which are being reserved by Declarant) (hereinafter collectively referred to as the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and do hereby state that they propose to create, and do hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end they declare and provide hereby as follows:

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1. Name of the Condominium and the Unit Owner's

Organization: The condominium is to be known as the Sutton Pond Condominium ("Condominium"). The Condominium shall be managed and regulated on behalf of the unit owners of the Condominium (the "Unit Owners") by the trustee(s) (the "Trustee" or "Trustees") of the Sutton Pond Condominium Trust (the "Condominium Trust") pursuant to the Declaration of Trust (the "Declaration of Trust") duly recorded herewith in the Essex North District Registry of Deeds (the "Registry of Deeds"). The Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owner shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium to which they are a part. The initial address of the Condominium Trust is 200 North Main Street, East Longmeadow, Massachusetts 01028. The name and address of the initial Trustee of the Condominium Trust is Sutton Pond Corporation, 200 North Main Street, East Longmeadow, Massachusetts 01028.

The Trustee has enacted by-laws (the "By-Laws"), which are set forth in the Declaration of Trust, pursuant to and in accordance with Chapter 183A of the General Laws of Massachusetts. The Trustee has also adopted rules and regulations (the "Rules and Regulations") which are part of the By-Laws and are appended to the Declaration of Trust as Exhibit A thereto.

2. Description of the Land: The premises which constitute the Condominium consists of the Land, together with that portion of the building(s) shown as "Phase 1," as well as the roadways and parking areas shown as "Phase 1" on the Site Plan recorded herewith (the "Site Plan") entitled "Site Plan of the Sutton Pond Condominium, 148 Main St., North Andover, MA" dated September 1, 1993, prepared by Christiansen & Sergi, Inc. and described more particularly in Schedule A. Said Land, buildings and improvements are subject to and have the benefits of the easements, encumbrances, restrictions and appurtenant rights set forth in this Master Deed and in said Schedule A, and specifically being subject to: (a) a certain lease dated September 15, 1993, by and between the Declarant as lessor, and Ernest A. Gralia, III, Trustee of Elm Mill Realty Trust II, u/d/t dated September 15, 1993, as lessee, a Notice of Lease pertaining to which has been recorded immediately prior hereto, with respect to a certain building shown as "Lease Building A" on the Site Plan; (b) a certain lease dated September 15, 1993, by and between the Declarant as lessor and Ernest A. Gralia, III, Trustee of Elm Mill Realty Trust II, u/d/t dated September 15, 1993, as lessee, a Notice of Lease pertaining to which has been, recorded immediately prior hereto, with respect to a certain building shown as "Lease Building B" on the Site Plan; and (c) a Conservation Restriction dated September 15, 1993, from the Declarant in favor of the Town of North Andover,

Massachusetts (the "Restriction"), recorded immediately prior hereto.

3. Declarant's Reservation of Rights and Easements to Develop Condominium in Phases:

3.1 Declarant intends to develop the Condominium in stages herein referred to as "Phases". The Land, together with that portion of the building(s) shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of twenty-five (25) dwelling units. The Condominium may consist of additional Phases constructed and to be constructed, on the land in North Andover, Essex County, Massachusetts, described in Schedule A. Until such time as additional Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any buildings or portions thereof existing on the Property (other than Phase 1) and any other portions of the building(s) shown on the Site Plan shall be exclusively owned and controlled by, and shall be the exclusive responsibility of, the Declarant.

3.2 The buildings (and portions of buildings) for Phases 2 through 7 are constructed on the areas shown on said Site Plan. Phase 2 is currently anticipated to consist of twenty (20) dwelling units, Phase 3 is currently anticipated to consist of twenty (20) dwelling units, Phase 4 and Phase 5 are currently anticipated to consist of twenty-five (25) dwelling units each, Phase 6 is currently anticipated to consist of thirty-one (31)

dwelling units, Phase 7 is currently anticipated to consist of forty (40) dwelling units, and Phase 8 (if ultimately included in the Condominium) shall consist of two (2) dwelling units to be located in Lease Building B shown on the Site Plan. If all of the Phases are added to the Condominium in their entirety, the Condominium is anticipated to consist of a total of up to one hundred eighty-eight (188) dwelling units. The Declarant need not complete construction of or establish any additional Phase as part of this Condominium, however.

3.3 The Declarant anticipates amending the Master Deed to add the additional Phases above described in the numerical order set forth above. Further, the Declarant anticipates amending the Master Deed to add Phases to the Condominium as whole Phases. Notwithstanding the foregoing, the Declarant expressly reserves the right to either (i) create more or fewer Phases or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.

3.4 As described above, with respect to any portion of a building not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant has reserved for the benefit of itself and its successors and assigns exclusive ownership and control of such building(s) or portions of building(s), as well as the right to fully

construct, develop and finish same. Thus, the buildings and portions of buildings, as well as the other areas and other areas shown on the Site Plan located beyond the Phase 1 area, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master Deed or in future Amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

3.5 The Declarant, for itself and its successors and assigns, has reserved certain exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewage, walkways, and drainage lines to service the buildings and/or dwelling units constructed on the Land described in Schedule A.

3.6 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the consent of any unit owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 3. Until the happening of one of the events described in Section 3.7 below, the building areas and other areas shown on the Site Plan outside of the Phase 1 Area

(i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements reserved by the Declarant and its successors and assigns in this Master Deed, including, without limitation, the rights of the Declarant to convert said areas to units, limited common areas, and general common areas as described herein and in the Phasing Amendments, in accordance with the terms of this Master Deed. With respect to said later Phases or Sub-Phases:

(a) The Declarant shall not amend this Master Deed so as to include such later Phases or Sub-Phases until the construction of the portion(s) of the building(s) containing the units in such Phase or Sub-Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A;

(b) The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create additional units (up to a total of 188 units in the Condominium), as well as the right to create and designate limited common areas. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the units in the building(s) in such Phase or Sub-Phase shall become units in this Condominium owned by the Declarant and shall thereupon be subject to common area charges, and the common areas and facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities

44

of the building and grounds which are described, defined, and referred to as to Phase 1 in Section 6 hereof as common areas and facilities. After the recording of such amendment of this Master Deed creating said later Phases or Sub-Phases the total number of units in the Condominium shall be the twenty-five (25) units in Phase 1 and the units thereby and earlier created by Phasing Amendment(s);

(c) Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within seven (7) years after the date of recording of this Master Deed, or such later date as may be allowed by the then-current guidelines of the Federal National Mortgage Association ("FNMA") for multiple-phase condominium projects or as may be otherwise specifically allowed by FNMA as to this Property, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created; and

(d) Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, layout and location of units in any of such later Phases or Sub-Phases.

Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by said Chapter 183A of the General Laws of Massachusetts, as currently existing or as amended. Without limitation of the foregoing, the designation of each unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

3.7 Except as otherwise provided herein, upon the happening of any of the events described in (a), (b) or (c) below in this Section 3.7, certain portions of the building(s) and other areas as described in the Phasing Amendment(s) (subject to matters of record, and not including the units constructed therein) shown as the areas (or parts thereof) beyond the Phase 1 Area on the Site Plan or any revised Site Plan or Phasing Plan hereafter recorded may become part of the general common areas (or limited common areas, if so designated

46

by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an Amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) when the time limit to record such Phasing Amendment(s) expires, as set forth in 3.6 above; or (c) as to any specific area(s) designated by Declarant, if and when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect as described in 3.6 above. Until such time as any such areas become part of the general common areas as described in this Section 3.7, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas in accordance with the terms of this Master Deed.

3.8 The Declarant reserves the right for itself and its successors and assigns to construct the units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations and the units are of consistent quality of construction. The designation of each unit in said future phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate

interest in the common elements shall be set forth, respectively, in the Phasing Amendments. Any such amendment shall contain, with respect to future phases, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. From and after the recording of such amendments, the Condominium shall include the phases added by such amendments and the units therein shall be subject to condominium common charges and entitled to vote as provided in the Declaration of Trust. Similarly, the common elements of the Condominium shall then include the same elements and parts of buildings described in Section 6 herein. All intended improvements in future Phases will be substantially completed prior to annexation in such Phasing Amendment(s).

3.9 In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond the Phase 1 Area shown on the Site Plan, for all lawful purposes necessary or desirable to Declarant. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use

48

the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant has further reserved and hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Condominium units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Property and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television, water, air and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the

buildings and/or dwelling units and the common areas and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Property and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including without limitation any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to rights of exclusive use appurtenant to any unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by units owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no unit owner shall be denied at least one means of access to his or her unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during construction periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably

50

practicable; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and sewage and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the buildings, units or common areas and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the buildings and/or dwelling units and the common areas and facilities in connection therewith. Declarant further reserves and has reserved the right to use any unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of units, as well as the right to park and use a construction trailer or other temporary structure on the Property.

3.10 The rights and easements reserved by the Declarant in this Section 3 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

3.11 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive the sale of all of the units in Phase 1 or later Phases or Sub-Phases by the Declarant, and are to be deemed to be fully transferable, running with the land.

3.12 Each Condominium Trustee, as well as each owner and mortgagee of a unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a unit, shall thereby have consented to the following:

- (a) any such Phasing Amendment(s) to the Master Deed and/or the granting or exercise of any right or easement described in this Master Deed, without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee;
- and (b) the continuation, by the Declarant, of a certain action now pending in the Land Court of the Commonwealth of Massachusetts, being Land Court Case No. 43011, filed on or about September 10, 1993, (the "Confirmation Action"), whereby the Declarant is seeking Land Court confirmation of title to a certain portion of the Condominium premises on behalf of itself, as well as any and all other unit owners, mortgagees and other parties deriving his/her/its interest in said property from or through the Declarant subsequent to the filing of said Confirmation Action (the "Subsequent Grantees");
- and (c) the appointment of the Declarant by such unit owner(s), mortgagee(s) and other parties as his/her/their attorney-in-fact to execute, acknowledge and deliver (i) any and all instruments necessary or

appropriate to grant or exercise any such Phasing Amendment, right or easement described in this Master Deed, (ii) to effect any such right herein or otherwise reserved, and/or (iii) to further prosecute said Confirmation Action on behalf of itself and all of the Subsequent Grantees. Said power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest.

Each owner and mortgagee of a unit, by acceptance and recordation of a deed or mortgage to a unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Property, and no such unit owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief so sought. At the request of the Declarant, the Condominium Trustees and all unit owners shall join in any application for such governmental permit, approval or zoning relief, and/or any further proceedings with respect to the Confirmation Action, provided Declarant shall bear any costs therefor.

3.13 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time,

and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a unit, by acceptance and recordation of a deed or mortgage to a unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

4. Description of the Building in Phase 1: The description of the portion of the building comprising Phase 1 of the Condominium, stating the number of stories, the number of units and the principal materials of which it is constructed is set forth and described in Schedule B attached hereto and made a part hereof. The location of said building is as shown on the

Site Plan. Any buildings in the Condominium, including the portion of the building which comprises Phase 1 and any building or portion of a building subsequently added to the Condominium pursuant to Section 3 are hereinafter collectively referred to as the "Buildings", or, individually, as a "Building".

5. Description of the Units in Phase 1: (a) The Condominium units in Phase 1 and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof, are as set forth in Schedule C attached hereto and made a part hereof, and as shown on a set of Condominium unit plans filed herewith (hereinafter "Condominium Plans") bearing the verified statement of a registered professional engineer or registered land surveyor certifying that the plans depict fully and accurately the layout, location, unit numbers, and dimensions of the units, as built. Any units in the Condominium, including those units which are presently existing and those units which are subsequently created, are hereinafter collectively referred to as the "Units," or, individually as a "Unit."

(b) The floor, ceiling, wall and other boundaries enclosing each of the Units are as follows:

- (i) Floors: The plane of the upper surface of the concrete flooring.
- (ii) Ceilings: The plane of the lower surface of the joists and/or ceiling framing.

- (iii) Interior Building Walls: The plane of the interior surface of the wall studs or bricks or concrete blocks of the walls.
- (iv) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or bricks or concrete blocks of the exterior wall, as the case may be; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass and the window frames.
- (v) Heating and/or air-conditioning units located within a Unit and servicing only the Unit are part of the Unit, as are any and all pipes, wires and conduits located within the Unit and which serve only the Unit.

6. Description of the Common Areas and Facilities: (a)

Until the recording of subsequent Phasing Amendments to the Master Deed creating later Phases or Sub-Phases as described in Section 3 above, the common areas and facilities of the Condominium (hereinafter, sometimes collectively referred to as the "Common Elements") consist of the Property, including all parts of Phase 1 and the building and improvements thereon, but excluding the following:

- (1) the Units in Phase 1, as described in Schedule C;
- (2) until the happening of one of the events described in Section 3.7 above, any and all portions of the Buildings located beyond the Phase 1 Area shown on the Site Plan and not theretofore phased into the condominium by a Phasing Amendment, which said portions of the Buildings shall remain the property of and be maintained and controlled by the Declarant.

- (3) the exclusive rights and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferrable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

Subject to the foregoing, the Common Elements shall include the following:

- (i) the land described in "Schedule A";
- (ii) As to Phase 1 (and any portions of Buildings in subsequent Phases or Sub-Phases added by Phasing Amendments), all foundations, columns, girders, beams, supports, stairs, roofs and other structural components of the building located beyond the boundaries of the Units, said boundaries being defined in Schedule C, and all such structural components located within the boundaries of the Unit and forming part of any system serving one or more other Units.
- (iii) The entrance lobbies, halls and corridors serving more than one Unit and mailboxes or stairways not entirely contained within a Unit; and any elevator(s).
- (iv) All land, roadways, lawns, gardens, walking paths, parking, and other improved or unimproved areas not within the Units, subject, however, to the provisions of Paragraph 6(b) below, and subject further to the power of the Declarant to assign the right to use up to two (2) reserved parking spaces to the owner of each Unit.

- 21-

patios, porches, balconies, attics or structures as may be contiguous thereto. In addition, any storage areas may be assigned by the Declarant for use by the owners of specific Units. The facilities and/or equipment referred to in this subparagraph 6(a)(vii) shall be deemed limited common areas, and shall be maintained, repaired and replaced as necessary at the sole cost and expense of the Condominium Trust.

- (viii) As to the Phase 1 Area (and any areas relating to future Phases or Sub-Phases pursuant to Phasing Amendments), all other apparatus and installations existing in the building for common use or necessary or convenient to the existence, maintenance, or safety of the buildings, including the pipes, wires, conduits, ducts, flues, shafts and public utility line situated within a Unit and forming part of any system serving one or more Units or other common elements.
- (ix) As to the Phase 1 Area (and any areas relating to subsequent Phases or Sub-Phases pursuant to Phasing Amendments), and subject to the aforementioned Leases and Conservation Restriction, all recreational facilities located on or within the Common Elements, if any.
- (x) The parking areas, driveways and walkways incident to the use thereof, subject to the provisions of Section 6(b) below.
- (xi) All other items listed as such in Massachusetts General laws, Chapter 183A and located on the Property.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other interest.

(b) There are currently various exterior parking spaces contained within the parking areas (the "Parking Areas") of the Condominium. Additional parking spaces may also be created in connection with the construction of additional Units or Phases as provided in Section 3 above. The right to use either one (1) or two (2) parking spaces on an unreserved basis may be assigned by the Declarant for use by the owners of specific Units. Furthermore, the Condominium Trustee[s] may from time to time assign specific parking spaces to certain Unit Owners and may prescribe rules and regulations regarding the use of the parking spaces within the common areas of the Condominium. The parking spaces shall be maintained, repaired and replaced as necessary at the sole cost and expense of the Condominium Trust.

(c) Certain storage areas or cubicles may be constructed by the Declarant in the common areas. If such is the case, same may be assigned for exclusive use by the Defendant to certain Unit Owners, or to the Condominium Trustees, by deed or other instrument of assignment.

7. Interest in Common Elements: Each Unit in Phase 1 of the Condominium shall be entitled to the percentage of undivided interest in the Common Elements (the "Beneficial Interest") as set forth in Schedule D attached hereto and incorporated herein by reference, for so long as the only Units in the Condominium are the Phase 1 Units. From and after the addition to the Condominium of any subsequent Phase or Sub-Phase containing

- 60 additional Units (the "Additional Units") pursuant to the provisions of Section 3 of this Master Deed, the Beneficial Interest to which Phase 1 Units (and Units added by way of previously recorded Phasing Amendments) are entitled shall be reduced accordingly and the Beneficial Interest to which Phase 1 Units and all additional Units subsequently included herein shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate approximate fair value of all Units. To that end, the Beneficial Interest in the Common Elements to which Phase 1 Units and all such additional Units shall be entitled after the inclusion of such additional Units shall be determined in accordance with the following formula:

$$P = \frac{V}{SV}$$

$$V = (A) \times (F)$$

- (a) "P" is the undivided beneficial interest (to be expressed in the form of a percentage) in the Common Elements of the Unit for which such percentage is to be determined (the "Subject Unit");
- (b) "V" is the Value applicable to the Subject Unit as determined in accordance with the formula above and rounded to the nearest whole number;
- (c) "SV" is the Sum of the Values assigned to all Units then included in the Condominium as such Values have been determined pursuant to the formula above;
- (d) "A" is the approximate area of the Subject Unit as measured between the boundaries of said Subject Unit as set forth in Schedule C or the corresponding exhibit or Schedule attached to any Phasing Amendment;

- (e) "F" is any additional factor or factors (the "Additional Factors") which Declarant (and its successor and assigns) in its reasonable discretion may determine in the future materially affects the approximate relation that the fair value of each additional Unit bears to the aggregate fair value of all Units in the Condominium, as determined pursuant to this Section 7.

The percentage figures so determined for P shall be rounded to the nearest one-thousandth, and further rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a 100.000 percent total for all Units. The Beneficial Interest so determined shall be set forth in the Phasing Amendment to the Master Deed by which the additional Units resulting in such change of Beneficial Interest is added to the Condominium. For the purposes of this Section 7, the Declarant, and its successors and assigns, shall have the right, in its reasonable discretion and in a fair and equitable manner to add Additional Factors if the characteristics of any additional Unit are not substantially similar to the characteristics of the Phase 1 Units, with the intention that said Beneficial Interests at all times are determined in conformity with Massachusetts General Laws Chapter 183A.

Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter

183A, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations.

8. FNMA and FHLMC Mortgagee Provisions: Notwithstanding anything to the contrary contained elsewhere in this Master Deed, the following provisions shall govern and be applicable to the extent that they are required to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or to the Federal Home Loan Mortgage Corporation (FHLMC) under laws, guidelines and regulations applicable thereto:

(a) A first mortgagee of a Unit shall be entitled to written notification from the Board of Trustees of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Master Deed, the By-Laws of the Trust or the Rules and Regulations for the Condominium (as amended from time to time) which is not cured within sixty (60) days.

(b) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be liable for, and shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the acquisition of title to the Unit

by the mortgagee, except as otherwise provided in Massachusetts General Laws, Chapter 183A, Section 6.

(c) Neither the provisions of this Master Deed nor those of the By-Laws contained in the Declaration of Trust shall be deemed or construed to give a Unit Owner of the Condominium priority over the rights of first mortgagee of the Units pursuant to their mortgages, in situations where there is a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or Common Elements. Such first mortgagee will be entitled to written notification from the Board of Trustees in the event of such a loss affecting their interest in the Condominium.

(d) First mortgagees of Units in the Condominium shall have the right to examine the books, records and financial statements of the Board of Trustees, as well as current copies of this Master Deed, the By-Laws contained in the Declaration of Trust and the Rules and Regulations, during normal business hours, upon reasonable advance notice.

(e) The Board of Trustees' common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and to the extent practicable shall be payable in regular installments rather than by special assessments.

(f) After receipt of timely written notice from the Condominium Trust, the consent of the holders of the first mortgages on Units holding at least fifty-one percent (51%) of the beneficial interest in the Condominium, as well as the consent of Unit Owners entitled to at least sixty-seven percent (67%) of the beneficial interest in the Condominium Trust shall be required in order to terminate professional management and establish self-management by the Trust in lieu thereof, when required by the majority of first mortgagees.

(g) The Unit Owner's share of common expenses shall constitute a lien upon the Unit as provided pursuant to Section 6 of Chapter 183A of the General Laws of Massachusetts. Any fees, late charges, fines or interest that may be levied by the Board of Trustees in connection with the collection of unpaid assessments shall also constitute a lien upon the Unit as provided in Massachusetts General Laws, Chapter 183A.

(h) Notwithstanding Paragraphs 8(a) through 8(g) and Paragraph 8(i) hereof, nothing contained in this Section 8 shall be deemed or construed to violate or impair the rights set forth herein or reserved by the Declarant and its successors and assigns in any of the provisions of this Master Deed.

(i) Reference is made to Section 19 contained herein which provides certain protections for first mortgagees in the event the Unit Owners seek to amend this Master Deed.

9. Use of the Units: Unless permitted otherwise by instrument in writing duly executed in accordance with the By-Laws of the Declaration of Trust:

(a) No use may be made of any Unit except as a residence (as described below), and no Unit nor any portion thereof may be used as a professional office or any other business related purposes whether or not accessory to such residential use; provided, however, that the Declarant may designate a Unit which may be used to provide property management and until all of said Units have been sold by said Declarant, use any Units owned by the Declarant as rental/sales offices, as models for display, and for similar purposes related to the sale or leasing of Units;

(b) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, without the consent of the Condominium Trustees, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, projection, decoration or other feature shall be erected or placed upon 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 knockers or other exterior hardware, exterior door or door frames shall be made, and no painting, attaching of decalomania or other decoration shall be done on

66

any exterior part of surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with any of the constituent documents of the Condominium, or any rules, regulations or amendments promulgated pursuant to the foregoing documents.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which could result in the cancellation of insurance on the Condominium or any part thereof, or which would be in violation of any applicable law, ordinance, or other governmental regulation. No waste shall be committed in any unit or in the Common Elements.

(e) No improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all applicable laws, ordinances and other governmental regulations shall be complied with by and at the sole expense of the Unit Owner(s) and/or the Trust having responsibility of upkeep of the affected portions(s) of the Condominium.

(f) No Unit Owner shall obstruct any of the Common Elements, nor shall any Unit Owner store anything upon any of the Common Elements except within any areas designated for such storage.

(g) No Unit Owner shall rent or lease a Unit other than pursuant to a written form of lease providing that failure of the lessee to comply with this Master Deed, the By-Laws and the Rules and Regulations shall constitute a default under the lease and that in the event of such default, the Board of Trustees shall have the power as attorney-in-fact for the Unit Owner to terminate the lease and bring summary eviction proceedings against the tenant if such default is not cured within seven (7) days of sending written notice of the default to the Unit Owner. A copy of any such notice shall be sent by the Board of Trustees simultaneously to the Tenant. The Board of Trustees may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Trustees. The provisions of this subsection shall not apply to the Declarant.

(h) The Units, whether occupied or leased out by the Unit Owner, shall be used for residential purposes only; and shall be resided in by not more persons (including children) than two (2) times the number of bedrooms in the Unit, except that this shall not apply to persons who have children after they have commenced occupancy. Furthermore, if such Unit is resided in by three (3) or more persons (including children), such persons shall be members of the same family (or if the Unit Owner or lessee is a partnership, a corporation or a trust, members of the family of

. 68

a partner, or director, or shareholders or employee of the corporation or of the beneficiary of the trust, as the case may be). "Same family" shall be defined as persons related to one another as husband, wife, mother, father, brother, sister, stepbrother, stepsister, daughter, son, stepdaughter, stepson; together with their children. This restriction requiring three (3) or more residents to be members of the same family may be waived by written consent obtained from the Board of Trustees.

The foregoing occupancy restrictions shall not be construed to prohibit any occupant of any Unit from entertaining guests, of any age, in the Unit, including temporary residency not to exceed thirty (30) days, provided, that prior notice of such temporary residency is given to the Board of Trustees.

Further restrictions are as set forth in the Sutton Pond Condominium Trust.

Said restrictions shall be for the benefit of the owners of all of the Units and the Condominium Trust and shall be enforceable by the Board of Trustees and shall, insofar as permitted by law, be perpetual: and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of

this paragraph except such as occur during his or her ownership thereof.

10. Use of the Common Areas and Facilities: Designated outdoor parking spaces shall be used only to park automobiles with currently valid registrations, and specifically may not be used to park trucks, commercial vehicles, trailers or boats without the express written permission of the Board of Trustees for a specified time period. Outdoor parking is strictly limited to parking areas as may be from time to time designated by the Trustees of the Condominium Trust, and outdoor parking elsewhere is prohibited. This Section 10 shall not apply to the Declarant.

11. Encroachments: If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of all or any portion of a building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Trustees, or (c) repair or restoration of the Common Elements of a Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building in which the encroachment occurs shall stand.

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of the Units: Each Unit Owner shall have an easement in common with the owners of all Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Trustees shall have a reasonable right to access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings.

13. Title to Units Acquired by the Board of Trustees: In the event the Board of Trustees shall acquire title to a Unit in the Condominium, together with the interests appurtenant to such Unit, then title shall be held by the Board of Trustees, or its designee, on behalf of all Unit Owners, in proportion to their respective Beneficial Interests.

14. Units Subject to Master Deed, Unit Deed, By-Laws and Rule and Regulations: All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and Rules and Regulations of the

Declaration of Trust as they exist now or as they may be amended from time to time, and the acceptance of a Unit Deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they exist or may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, or By-Laws or Rule and Regulations by any such person shall be deemed a substantial violation of the duties of the Unit Owner.

15. Invalidity: The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect 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.

16. Waiver: No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of

72

any failure to enforce the same, regardless of the number of violations or breaches which occur.

17. 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.

18. 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 any case of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall govern.

19. Amendments:

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

(b) General Amendments. Except as set forth in Section 3 above relating to Phasing Amendments, and except as otherwise provided in (a) or (c) of this Section 19, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to sixty-seven percent (67%) or more of the undivided interests

in the common areas and facilities and duly recorded with the Registry of Deeds, provided, however, that:

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded.
- (ii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;
- (iii) Except as provided for in Section 3 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected;
- (iv) 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 Massachusetts General Laws, Chapter 183A shall be of any force or effect.

(c) Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as

follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium or the right to add additional Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), and any governmental insurer or guarantor of Unit mortgages, the right to execute and record such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium or the right to add any Units in later Phases or Sub-Phases.

d. Mortgagee Consent. Notwithstanding anything to the contrary in this Master Deed, the consent of "Eligible Mortgage Holders" (i.e., those holders of first mortgages on Units who have requested the Condominium Trust to notify them of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders) representing at least 51% of the beneficial interests held by all Eligible Mortgage Holders shall be required to add or amend any material


provisions of this Master Deed, or the Sutton Pond Condominium Trust recorded herewith, which establish, provide for, govern or regulate any of the following, unless same is pursuant to either a Phasing Amendment or Special Amendment described above:


- voting rights;
- assessments, assessment liens, or the priority of assessment liens;
- reserves for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of any unit boundaries;
- convertibility of units into common elements or vice versa;
- expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- insurance or fidelity bond;
- leasing of units;
- imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- a decision by the owners' association to establish self-management when professional management had been required previously by the condominium documents or by an Eligible Mortgage Holder;
- restoration or repair of the condominium (after a hazard damage or partial condemnation) in a manner other than that specified herein;
- any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or

76

- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

EXECUTED as a sealed instrument this 16th day of
September, 1993.


John J. Nolan, as Trustee of Elm
Mill Realty Trust and not
individually

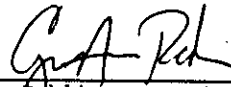

Ernest A. Gralia, III, as Trustee
of Elm Mill Realty Trust and not
individually

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

September 16, 1993

Then personally appeared the above-named John J. Nolan and Ernest A. Gralia, III, as Trustees of Elm Mill Realty Trust, and acknowledged the foregoing instrument to be their free act and deed as Trustees as aforesaid and the free act and deed of said Trust, before me,


Notary Public Cynthia A. Redin
My commission expires:



SCHEDULE ASUTTON POND CONDOMINIUMLEGAL DESCRIPTION OF LAND COMPRISING SUTTON POND CONDOMINIUM
AND MATTERS OF RECORD TO WHICH SUCH LAND IS SUBJECT

The land in North Andover, Essex County, Massachusetts, more particularly described as follows:

The land with the buildings thereon situated in North Andover, Essex County, Massachusetts, shown on a plan entitled "Osgood Plan of Land located in North Andover, Mass., owned by J. P. Stevens & Co., Inc.", dated March, 1970 and revised September, 1973 and October, 1973, by Charles E. Cyr, Civil Engineer, recorded as Plan No. 6974 in Essex North District Registry of Deeds, but more recently surveyed and shown as Parcel A and Parcel B on a Plan of Land entitled "Plan of Land in North Andover, Mass., surveyed for Osgood Mill Association Scale 1" - 40' May 24, 1986" by Thomas E. Neve Associates, Inc., (hereinafter referred to as the "Neve Plan") which said Plan is duly recorded with Essex North Registry of Deeds as Plan #10305 and bounded and described as follows:

Beginning on the Northeasterly side of Main street at a point by land formerly of Kerage but now of Lentini;

Thence running N 58 09' 00" E by said land of Lentini 182.27 feet to Parcel B shown on plan entitled "Plan of Land in North Andover, Massachusetts for Town of North Andover" and recorded as Plan No. 9249 in said Deeds;

Thence running by a curve to the right the radius of which is 57 feet, a distance of 76.58;

Thence running S 78 59' 50" E, a distance of 10.67 feet;

Thence running by a curve to the left the radius of which is 190 feet a distance of 133.85 feet;

Thence running N 60 38' 22" E a distance of 24.88 feet;

Thence running N 32 14' 00" W a distance of 191.99 feet;

The last five courses being by said Parcel B;

Thence running N 11 29' 11" E by land of various owners 115.36 feet to land now or formerly of Ramsey;

Thence N 45 16' 35" E by a line extending through marsh land and a mill pond 301.84' to a stone bound drill hole by land now or formerly of Ramsey and land now or formerly of Matses as shown on said Neve Plan;

Thence running N 68 01' 49" E by said land of Weiner 264.75 feet to a stone bound by land of New England Power Company (formerly B&M R.R.);

Thence running S 41 46' 45" E by said land of New England Power Company 332.39 feet to land of Davis & Furber Machine Company;

Thence running S 25 29' 26" E by said land of Davis & Furber Machine Company 465.14 feet to a stone bound;

Thence running S 55 43' 04" W by said land of David & Furber Machine Company 197.09 feet to a stone bound;

Thence running S 32 58' 01" W by said land of Davis & Furber Machine Company 297.40 feet to a point;

Thence running Northwesterly and Westerly in various courses by land of said Davis & Furber Machine Company, land now or formerly of Windle, of Mottola, of Bay, of Beiman, of Awley, of Wilson, of Alker, of Ramsden and of McCabe to the Northwesterly corner of said land of McCabe;

Thence running Southwesterly by said land of McCabe 20 feet to land now or formerly of Andover National Bank;

Thence running N 11 38' 18" W by said land of Andover National Bank 76.24 feet to a point;

Thence running N 79 05' 00" W, by said land of Andover National Bank 13.20 feet to a point;

Thence running S 69 25' 25" W by said land of Andover National Bank 176.81 feet to Main Street;

Thence running N 36 37' 00" W by the Northeasterly line of said Main Street 15.61 feet to land now or formerly of Bullock;

Thence running N 69 25' 25" by said land of Bullock 158.45 feet to a point;

Thence running N 79 05' 00" W by said land of Bullock 60.5 feet to a point;

Thence running S 82 17' 00" W by said land of Bullock 93.00 feet to a point;

Thence running S 53 15' 00" W 30.00 feet to Main Street

Thence running N 36 37' 00" W by the Northeasterly line of said Main Street 32.00 to a point by said land of Lentini and the point of beginning.

Said Parcel A contains according to said Neve Plan 1.20 Acres (more or less), and said Parcel B contains according to said Neve Plan 11.97 Acres (more or less), and reference may be had for a more particular description of said Parcel A and said Parcel B.

Appurtenant Easements

- (1) Together with the benefit of a twenty-five (25) foot wide right of way across land formerly of Davis and Furber Machine Company, dated September 10, 1973, recorded in Book 1234, Page 11, shown on Plan No. 6928.
- (2) Twenty (20') foot wide sewer easement from northeast boundary to Elm Street, in common with Town of North Andover, over land formerly of Davis and Furber Machine Company, dated May 18, 1962, recorded in Book 960, Page 273, subject to termination rights reserved therein.
- (3) Sewer Easements to Main and Water Streets as shown on Plan No. 1758 and Plan No. 2292.

Subject to the Following:

- (a) Rights of others in the pond and water courses shown on Plan No. 6974. Among these rights are those of the Town of North Andover by takings of water dated March 1, 1907 and recorded in Book 242, page 526 and dated June 8, 1916 and recorded in Book 365, Page 168, and under grant to the Town dated September 1, 1925 and recorded in Book 515, Page 465.
- (b) Grant of drainage easement to the Town dated June 5, 1947 and recorded in Book 699, Page 351, extending from

Water Street to the pond over a strip of land lying between houses then numbered 26-28 and 32-34 Water Street.

- (c) Grant of Sewer easement to said Town dated May 18, 1962 and recorded in Book 960, Page 273 including termination rights reserved therein.
- (d) Rights of others in a sewer line drawn on a plan dated September 18, 1950 and recorded with said Deeds as Plan No. 2292 and shown as "Sewer Easement" on Plan No. 6974. Plan No. 2292 also shows an eight inch water main extending from Main Street along the southerly side of the driveway which leads to the mill building.
- (e) A temporary construction easement granted to the Town of North Andover, dated August 10, 1983 and recorded in Book 1720, page 162.
- (f) A right of way easement granted by Chemineer, Inc., to the Town of North Andover, dated May 13, 1983 and recorded in Book 1720, Page 172.
- (g) Easement to New England Telephone and Telegraph Company dated September 24, 1986 and recorded in Book 2324, page 92.
- (h) Notice of Variance dated November 29, 1973 and recorded in Book 1232, page 445.
- (i) Notice of Decision dated September 3, 1985 of the North Andover Planning Board granting a Special Permit for Osgood Mill Plan Development District (FDD), which said NOTICE OF DECISION is duly recorded at Book 2111, page 167.
- (j) Special Permit dated December 22, 1992 issued by the North Andover Planning board with attached conditions, recorded as Instrument No. 6462 on March 11, 1993.
- (k) Order of Conditions Mp/242-648 issued by the North Andover Conservation Commission on February 16, 1993 under M.G.L. Chapter 131, Section 40 and the Town of North Andover Wetlands Bylaw, Chapter 178, recorded as Instrument No. 6463 on March 11, 1993.
- (l) Utility Easement recorded AUGUST 27, 1993 in Book 3817, page 157.
- (m) Conservation Restriction recorded September 22, 1993 as Instrument No. 29446.

- (n) Notices of Lease recorded September 22, 1993, as Instrument Nos. 29448 and 29449.
- (o) Construction Mortgage and Security Agreement, Assignment of Leases and Rents and UCC-1 Financing Statements held by Goshen Investments Limited and recorded July 9, 1993 in Book 3227, Pages 135, Book 3227, Page 139, Book 3227, Page 187, Book 3227, Page 194, Book 3227, Page 201.

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SCHEDULE B

SUTTON POND CONDOMINIUM

DESCRIPTION OF THE BUILDING - PHASE I

Number of Stores in the Building:

Five stories, built on a concrete foundation and slab.

Principal Materials of Construction:

The Building is constructed of steel frame, with metal deck and concrete floors, and exterior metal studs with brick veneer. Interior studs are of metal construction. The roof consists of a Firestone ballasted membrane roof system.

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SCHEDULE C

SUTTON POND CONDOMINIUMDESCRIPTION OF UNITS - PHASE I

<u>UNIT NO.</u>	<u>Approximate Area in Square Feet</u>	<u>Unit</u>	<u>Number of Rooms</u>
B-131	922	C	7
B-132	1082	A	7
B-133	922	C	7
B-134	1082	A	7
B-135	922	C	7
B-231	972	C	7
B-232	1132	A	7
B-233	972	C	7
B-234	1132	A	7
B-235	972	C	7
B-331	972	C	7
B-332	1132	A	7
B-333	972	C	7
B-334	1132	A	7
B-335	972	C	7
B-431	972	C	7
B-432	1132	A	7
B-433	972	C	7
B-434	1132	A	7
B-435	972	C	7
B-531	972	C	7
B-532	1132	A	7
B-533	972	C	7
B-534	1132	A	7
B-535	972	C	7

Each Unit has immediate access to the hallways and exterior common areas immediately adjacent to such Unit, all as shown on the floor plans recorded with this Master Deed.

*Unit Type A consists of: Living/Dining Room, Kitchen, Master Bedroom, Second Bedroom, mechanical room and two bathrooms
Unit Type C consists of: Living/Dining Room, Kitchen, Bedroom, Study, mechanical room and two bathrooms.

SCHEDULE D

SUTTON POND CONDOMINIUMUNIT DESIGNATIONS AND PERCENTAGE INTERESTS - PHASE I

<u>Unit No.</u>	<u>Percentage Interest</u>
B-131	3.29%
B-132	4.02%
B-133	3.29%
B-134	4.02%
B-135	3.29%
B-231	3.66%
B-232	4.39%
B-233	3.66%
B-234	4.39%
B-235	3.66%
B-331	3.75%
B-332	4.48%
B-333	3.75%
B-334	4.48%
B-335	3.75%
B-431	3.88%
B-432	4.57%
B-433	3.88%
B-434	4.57%
B-435	3.88%
B-531	3.98%
B-532	4.70%
B-533	3.98%
B-534	4.70%
B-535	3.98%