

Addendum

**FIRST AMENDMENT TO
DECLARATION OF OWNERS ASSOCIATION
PRIVATE ROADWAYS AND MAINTENANCE
COVENANT**

This First Amendment to Declaration of Owners Association Private Roadways and Maintenance Covenant (the "First Amendment") is made by and among The Olde Farm Golf Club, LLC, as Massachusetts limited liability company with an address of 65 Sunnyside Ranch Road, Southwick, Massachusetts ("Olde Farm"), Sunnyside Ranch Estates, LLC, as Massachusetts limited liability company with an address of 65 Sunnyside Ranch Road, Southwick, Massachusetts ("Sunnyside"), Sunnyside Ranch Estates Property Owners Association, Inc., a Massachusetts corporation with an address of 65 Sunnyside Ranch Road, Southwick, Massachusetts (the "Association"), and the parties listed on Exhibit A attached hereto and incorporated herein, each of which is an owner of a lot or lots within the Subdivision (defined below). The parties listed in on Exhibit A are each hereinafter referred to individually as a "Lot Owner" and, collectively, as the "Lot Owners".

Sunnyside Ranch Road SWC

Preliminary Statements

(A) Sunnyside is the owner of lots 1 through 42 on a plan, entitled "Definitive Plan, Sunnyside Ranch Estates Applicant: Olde Farm Golf Club, LLC" by Engetek, Inc., dated August 29, 1999, last revised on March 6, 2002 and recorded in the Hampden County Registry of Deeds at Plan Book 324, Pages 119 through 124 (the "Subdivision Plans"). The Subdivision Plans depict the subdivision consisting of lots 1 through 53, the roadways, sidewalks, open space and other property known as "The Ranch Golf Club Estates" and also known as "Sunnyside Ranch Estates" (the "Subdivision").

(B) Sunnyside desires to allow for the development of the lots designated as Lots 1-7 on the Subdivision Plans to include a single private driveway from Sunnyside Ranch Road serving said Lots 1-7. Sunnyside, the Association and the Lot Owners agree that the development of Lots 1-7 will increase the overall attractiveness and property values of the Subdivision and will thereby benefit all of the owners of property within the Subdivision.

(C) Olde Farm executed on February 26, 2001 a Declaration of Owners Association Private Roadways and Maintenance Covenant (the "Original Roadways and Maintenance Covenant"), which Original Roadways and Maintenance Covenant was recorded in the Hampden County Registry of Deeds at Book 12279, Page 16. At the time of execution and recording of the Original Roadways and Maintenance Covenant, Olde Farm owned all of the lots within the Subdivision. The Original Roadways and Maintenance Covenant requires the owners of the lots within the Subdivision to maintain and repair the Common Improvements (as defined in the Original Roadways and Maintenance Covenant), in accordance with the requirements set forth in the Original Roadways and Maintenance Covenant.

(D) In furtherance of the foregoing, the parties hereto desire to include the private

driveway to serve Lots 1-7 within the Common Improvements for purposes of the Original Roadways and Maintenance Covenant, as amended by this First Amendment, all as set forth below.

NOW, therefore, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto agrees as follows:

1. For all purposes within the Roadways and Maintenance Covenant, the term "Common Improvements" shall, in addition to the items described in the Original Roadways and Maintenance Covenant, include the private driveway to serve as access from Sunnyside Ranch Road to Lots 1-7 within the Subdivision and all related entrance designs and improvements, monuments, streetlights, and other improvements.

2. The Original Roadways and Maintenance Covenant, as amended by this First Amendment, shall be imposed on all of the lots within the Subdivision as a common scheme pursuant to Massachusetts General Laws, Chapter 184, Sections 26 and 27, and may be extended as provided for in such statutes. The Original Roadways and Maintenance Covenant, as amended this First Amendment, shall be binding upon the successors and assigns of the owners of property within the Subdivision, shall run with the land and are made for the benefit of the Association and the owners of all of the building lots described on the Subdivision Plans and located within the Subdivision and such owners' successors and assigns.

3. Except as amended herein, the Original Roadways and Maintenance Covenant is hereby ratified, adopted and confirmed.

SIGNED as a sealed instrument as of this 30th day of November, 2004.


SUNNYSIDE RANCH ESTATES, LLC

By: 
Its Manager

SUNNYSIDE RANCH ESTATES
PROPERTY OWNERS ASSOCIATION,
INC.

By: 
Its President

THE OLDE FARM GOLF CLUB, LLC

By: 
Its Manager