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Village At Hospital Hill - North

**Consolidated Restatement and Amendment of Declaration
of Covenants, Restrictions
Maintenance and Easement Agreement**

This Consolidated Restatement and Amendment of Declaration of Restrictions is made as of this 17th day of April, 2008, by HOSPITAL HILL DEVELOPMENT LLC, of 160 Federal Street, Boston, Massachusetts hereinafter referred to as the "Grantor"

Preliminary Statement

A. The Grantor is the owner of certain real estate on Route 66, Prince Street and Earle Street in Northampton, Hampshire County, Massachusetts, as shown on the Plans entitled THE VILLAGE AT HOSPITAL HILL, PHASE ONE DEFINITIVE SUBDIVISION, NORTHAMPTON, MASSACHUSETTS, dated November 20, 2003, Revised: January 22, 2004, Revised: February 23, 2004 (Sheets 1-35), Revised April 30, 2004 (Sheet 36), prepared by Beals and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772, and recorded with Hampshire Registry of Deeds in Plan Book 202, Page 75 (the "Initial Plans"), as they may be revised from time to time, consisting of Lots 13 through 20 and Parcels A and B as shown on the Initial Plans (the "Property"). The Property has been further subdivided as more particularly described on the Plans hereinafter defined;

B. The Grantor subjected the Property (hereinafter sometimes described as the "North Campus") to certain covenants, restrictions and easements pursuant to that certain Declaration of Covenants, Restrictions, Maintenance and Easement Agreement, dated as of October 8, 2004, recorded at the Hampshire Registry of Deeds on October 15, 2004 at Book 8024, Page 246 (the "Original Declaration") as amended by Amendment to Declaration of Covenants, Restrictions, Maintenance and Easement Agreement, dated September 22, 2006 and recorded in the Hampshire County Registry of Deeds at Book 9016, Page 215 on January 22, 2007 ("First Amendment to Declaration"). The Original Declaration and the First Amendment to the Declaration are collectively referred to herein as the "Declaration";

C. The purpose of the Declaration is to further the development of Village Hill Northampton (also known as Village at Hospital Hill) at the former Northampton State Hospital in accordance with Chapter 86 of the Acts of 1994, an Act for the development of the Northampton State Hospital, and the Grantor's creation of a mixed use planned village known as the Village Hill Northampton (also known as Village at Hospital Hill). The Property was subjected to the Declaration to accomplish these objectives through the imposition upon every person that acquires title to or occupies any portion of the Property all of the covenants, restrictions, maintenance and easement agreements set forth in the Declaration.

D. The Grantor created the Village at Hospital Hill-North Association (the "Association"), an association of the owners of individual lots comprising the North Campus, for the purpose of providing a means for the Owners of the Property to administer and comply with the requirements of the Declaration;

E. The obligations of the Association include, without limitation, the performance by the Association of certain mitigation measures (the "Mitigation Measures") required pursuant to the "Section 61 Findings for the Village at Hospital Hill", ("EOEA No. 12629) (the "Findings"), as hereinafter described.

F. The Grantor desires to amend the Declaration by restatement in its entirety, as hereinafter set forth, and the Grantor, as the Declarant and as the owner of more than two-thirds of the lots comprising the North Campus, is entitled to amend the Declaration by restatement in its entirety.

In furtherance of the foregoing, the Declaration is hereby amended by the Contractor by restatement in its entirety, as follows:

ARTICLE I

DEFINITIONS. Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

AREA OF COMMON RESPONSIBILITY. The term "Area of Common Responsibility" means the Common Area, together with such other areas or services, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Amendment or Supplement Declaration, or other applicable covenants, contracts, or agreements.

ASSISTED LIVING. The term "Assisted Living" shall mean senior residential housing, including but not limited to, independent living facilities, in-home supportive services, and/or nursing home facilities. Two (2) Assisted Living units shall constitute a Unit as defined below.

ASSOCIATION. The term "Association" shall mean the Village At Hospital Hill-North Association, which shall be the Association of Lot Owners.

BOARD. The term "Board" shall mean the Board of Directors of the Association.

BY-LAWS. The term "By-Laws" shall mean the By-Laws of the Association.

COMMERCIAL AREA. The term "Commercial Area" shall mean any lot or contiguous set of lots containing a Commercial Building(s).

COMMERCIAL BUILDING. The term "Commercial Building" shall mean all buildings or structures not used for residential purposes other than for Assisted Living or having residential uses only above the first floor, and located on a Lot approved for commercial purposes. Buildings used for Assisted Living shall constitute Commercial Buildings.

COMMERCIAL UNIT. The term "Commercial Unit" shall mean 1.5 Units for each one thousand (1,000) gross square feet in each Commercial Building or two (2) assisted living units in a Commercial Building used for Assisted Living. Partial Commercial Units shall be limited to .5 units only for purposes of calculating Common Area Percentage Interest.

COMMON AREA. The term "Common Area" means all real and personal property, including easements, utilities, infrastructure, roads, and all other portions of Village Hill which the Association owns, leases, or otherwise holds possessory or use rights for the common use and enjoyment of the Lot Owners which the Declarant designates as being for the common use and enjoyment of the Lot Owners. The recording of the Declaration or any Amendment or Supplemental Declaration shall not be deemed to constitute a conveyance by the Declarant of any Common Area to the Association. Although Common Areas are subject to the provisions of this Declaration, the Declarant may initially designate Common Areas and retain fee title to all or a portion of Common Areas until the termination of the Declarant Control Period. All Common Areas where title is held by the Declarant shall be conveyed by Declarant to the Association not later than at the termination of the Declarant Control Period.

COMMON AREA PERCENTAGE INTERESTS. The term "Common Area Percentage Interests" shall mean the percentage of the overall costs of maintaining, repairing and improving all Common Areas of the Property, including Stormwater Facilities, calculated in relation to each Lot based upon the total number of Units that exist on each Lot as a percentage of the total number of Units that shall exist at the Property, as more particularly described on Exhibit A, which is attached hereto and made a part hereof. The Common Area Percentage Interests shall be subject to change as additional Units are created. The Common Area Percentage Interest shall be established by the Association and shall be subject to adjustment as provided on Exhibit A.

COMMON EXPENSES. The term "Common Expenses" means actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Lot Owners subject to annual and special assessments, including any reasonable reserve and including maintenance of such portion of Open Space Area which the Association determines is for the general benefit of all Owners subject to annual and special assessments, as the Board may find necessary and appropriate pursuant to the Village Hill Governing Documents. Common Expenses payable with respect to that portion of the Property owned by the Declarant shall be payable as more particularly described on Exhibit A.

DECLARANT CONTROL PERIOD: The period of time during which the Declarant is entitled to appoint members of the Board as provided in the By-Laws. The Declarant Control Period shall expire on the earlier of (i) the date upon which the last Lot is conveyed to Persons other than the Declarant or a Residential Developer, or (ii) the date designated by the Declarant as the termination date of the Declarant Control Period by written notice given to the Association and by the recording of a certificate to that effect in the Registry.

DECLARANT. The term "Declarant" shall mean the Grantor, HOSPITAL HILL DEVELOPMENT LLC.

DECLARATION. The term "Declaration" shall mean this Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement, as it may be further amended from time to time in accordance with the provisions hereof, as evidenced by the recording of the Declaration and any future amendments in the Registry.

DEFINITIVE SUBDIVISION APPROVAL CONDITIONS. The term "Definitive Subdivision Approval Conditions" shall mean the Subdivision Approval Conditions for Village at Hospital Hill Phase I approved by the Decision of the Northampton Planning Board, dated January 22, 2004, as amended by the Notice of Subdivision Amendment Approval, dated December 12, 2005, as further amended by the Notice of Subdivision Amendment Approval, dated August 6, 2007, and as it may be further amended from time to time and the Subdivision Approval Conditions for Village Hill Phase II approved by the Decision of the Northampton Planning Board dated July 26, 2007.

DESIGN GUIDELINES. The term "Design Guidelines" shall mean "Design Guidelines: Village at Hospital Hill, Northampton, Massachusetts" prepared by Beals and Thomas, Inc. dated July 17, 2003 and Revised July 2, 2004, and the Residential Architectural Style Guide prepared by CBT Architects dated July, 2007.

DISTRICT ASSESSMENT. The term "District Assessment" means assessment levied against the Lots or Units in a particular District to fund District Expenses, as described in Article VII, Section 6.

DISTRICT ASSOCIATION. The term "District Association" means the District Committee (established in accordance with Supplemental Declaration for such District), a condominium association or non profit corporation, if any, having jurisdiction over any District concurrent with (but subject to) the jurisdiction of the Association.

DISTRICT EXPENSES. The term "District Expenses" means the actual and estimated expenses which a District Association incurs or expects to incur for the benefit of Owners of Lots or Units within a particular District(s), as may be authorized pursuant to the Supplemental Declarations(s) applicable to such District(s).

DISTRICT. The term "District" means a Single Family and Two-Family Residential Area, Multi-Family Area, Mixed Use Area, and/or Commercial Area designated as a separate district for establishing covenants, and/or restrictions, including design restrictions, which are not applicable to all Lots or units within Village Hill. District Boundaries may be established and modified and new Districts may be established as provided in Article, VII, Section 6. Where the context permits or requires, the term District shall also refer to the District Association.

GRANTOR. The term "Grantor" shall mean HOSPITAL HILL DEVELOPMENT LLC.

IMPROVEMENT. The term "Improvement" shall include buildings, outbuildings, parking lots, garages, carports, driveways, walls, stairs, decks, poles, signs, swimming pools and structures of every kind and type, including fences.

LOT. The term "Lot" shall mean each numbered parcel of the Property which is shown on the Plan as a numbered Lot or any portion or portions of a numbered Lot shown on the Plans that is created pursuant to an Approval Not Required Plan endorsed by the City of Northampton's Planning Board and recorded with the Registry pursuant to Mass. Gen. Laws c. 41, §§81L and 81P, including without limitation Parcel 13-A

LOT OWNER. The term "Lot Owner" shall mean one or more Persons whose interest in a Lot constitutes aggregate fee simple absolute title to such Lot.

MASTER PLAN. The term "Master Plan" means the master plan entitled "Hospital Hill Village: The Redevelopment of Northampton State Hospital," dated July 28, 1999, prepared by The Community Builders, Inc. consisting of Part I (Master Plan), Part II Plans), Part III (Financial Plan, revised February 17, 2000) and Part IV (Appendices), as it may be modified or amended from time to time.

MEMBER. The term "Member" means a person entitled to membership in the Association pursuant to Article VII.

MIXED USE AREA. The term "Mixed Use Area" shall mean any lot or contiguous set of lots containing Commercial Building(s), Multi-Family Dwellings and/or Assisted Living.

MULTI-FAMILY AREA. The term "Multi-family Area" shall mean any lot or contiguous set of lots containing a Multi-family Dwelling(s).

MULTI-FAMILY DWELLING. The term "Multi-family Dwelling" shall mean any building containing three (3) or more dwelling units including apartment houses, apartments and connected condominiums and townhouses. It shall not mean duplex (2-unit buildings) or accessory apartments as part of Single Family Dwellings.

OPEN SPACE/CONSERVATION AREA. The term "Open Space/Conservation Area" shall mean any lot or portion of a lot designated by the Declarant and/or shown on the Plan or any amendment thereto.

OWNER. The term "Owner" means one or more Persons who hold the record title to any Lot or Unit, but excluding in all cases any party holding interest merely as security for the performance of an obligation.

PERMITS. The term "Permits" means the initial governmental permits applicable to the Property as of the date of this Declaration as identified in Exhibit E, as they may be supplemented, modified, extended and repealed, and other requirements of applicable federal, state, county or municipal law, regulations, or approvals of any governmental entity.

PERSON. The term "Person" shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator, executor or any other entity which has the right to hold title to real property.

PLANS. The term "Plans" shall mean the Plan entitled THE VILLAGE AT HOSPITAL HILL, PHASE ONE DEFINITIVE SUBDIVISION, NORTHAMPTON, MASSACHUSETTS dated November 20, 2003, Revised: January 22, 2004, Revised: February 23, 2004 (Sheets 1-35), Revised April 30, 2004 (Sheet 36), and prepared by Beals and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with Hampshire Registry of Deeds in Plan Book 202, Page 75, as amended by the plan entitled AMENDMENT TO THE PHASE 1 DEFINITIVE SUBDIVISION PLAN, THE VILLAGE AT HOSPITAL in NORTHAMPTON, MA (Hampshire County) dated May 27, 2005; Revised: November 8, 2005, Revised January 25, 2006 and prepared by Beal and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with Hampshire Registry of Deeds in Plan Book 210, Page 31 as it may be further revised from time to time showing Lots 13 through 20, Parcels A and B and the Plan entitled VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS DEFINITIVE PLAN dated March 26, 2007 and prepared by The Berkshire Design Group, Inc., 4 Allen Place, Northampton, MA 01060 recorded with Hampshire Registry of Deeds in Plan Book 216, Page 7, as it may be further revised from time to time showing Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, and Lots 21 through 25 and Lot B-1.

REGISTRY. The term "Registry" shall mean the Hampshire County Registry of Deeds.

RESIDENTIAL DEVELOPER. The term "Residential Developer" means the Person who, pursuant to a Residential Land Disposition Agreement with the Declarant, has purchased a Lot (or portion of a Lot) from the Declarant for the construction of residential housing to be sold or leased to third-party homebuyers or tenants, as the case may be.

ROADWAY EASEMENT AREA. The term "Roadway Easement Area" means area(s) shown in the Plan where roadways and municipal infrastructure shall be located.

ROADWAY EASEMENT. The term "Roadway Easement" or "Roadway Easements" shall mean the area within the easement or roadways shown on the Plan as Village Hill Road, Olander Drive, Moser Street, Musante Street and Ford Crossing and such other roadways which shall be shown on the Plan and recorded with the Registry, and shall further include those areas at the end of each centerline, the perimeters of which are shown on the Plan. It is intention of the Association to apply to the City of Northampton for acceptance of each Roadway Easement as a public way and city street, upon its completion, and if requested by the City, to deed the fee interest in each Roadway Easement Area, as shown on the Plan, to the City, without the payment by the City of any consideration for such conveyance .

SINGLE FAMILY AND TWO FAMILY RESIDENTIAL AREA. The term "Single Family and Two Family Residential Area" shall mean any lot or contiguous set of lots containing Single Family Dwelling(s) or Two Family Dwelling(s).

SINGLE FAMILY AND TWO FAMILY RESIDENTIAL USE. The term "Single Family and Two Family Residential Use" shall mean the occupation or use of Single Family or Two Family Dwelling in conformity with the requirements of the Zoning Ordinance of the City of Northampton and applicable state, county and municipal rules and regulations.

SINGLE FAMILY DWELLING. The term "Single Family Dwelling" shall mean a detached house designed and used as a residence for a single family including any appurtenant attached or detached garage or carport or similar outbuilding and such "accessory apartments" as defined in Section 10.10 of the Zoning Ordinance of the City of Northampton.

SPECIAL PERMIT DECISION. The term "Special Permit Decision" shall mean the Decision of the Northampton Planning Board dated September 26, 2002 and recorded in the Hampshire County Registry of Deeds (the "Registry") in Book 6835, Page 81, the Amendment dated August 14, 2003 recorded in the Registry in Book 8024, Page 249 and the Amendment dated February 19, 2004 in accorded with Settlement Agreement dated January 30, 2003 in Land Court Case No. 292406, recorded in Book

8024, Page 252, and the Amendment dated August 6, 2007 recorded in Book 9282, Page 103.

STORMWATER FACILITIES. The term "Stormwater Facilities" shall mean the stormwater facilities and detention areas established by the Declarant and/or a Lot Owner in compliance with the Declaration, the Special Permit Decision and the Definitive Subdivision Approval Conditions and all easement areas related to such stormwater facilities and detention areas. Stormwater Facilities are Common Areas. Stormwater Facilities shall not include stormwater facilities and/or detention areas that are located on a Lot and are intended to service such Lot, including without limitation swales located on any Lots.

SUPPLEMENTAL DECLARATION. The term "Supplemental Declaration" means an instrument recorded pursuant to Article VII, Section 6, which accomplishes one or more of the following purposes: (a) imposes, expressly or by reference, additional restrictions and obligations and/or creates additional easements on the land described in such instrument; and/or (b) provides for the creation of a District to be subject to certain covenants and/or restrictions; and/or (c) provides for the creation of a District to receive other benefits or services to Lots within the District which are not provided to all Lots or Units within Village Hill.

TWO FAMILY DWELLING. The term "Two-Family Dwelling" shall mean a house containing two separate dwelling units and each unit is used as a residence for a single family including any appurtenant attached or detached garage or carport or similar outbuilding.

UNIT. The term "Unit" shall mean a residential dwelling that is a single family dwelling or part of a Two-Family or Multi-Family Dwelling building and shall also include all Commercial Units;

VILLAGE HILL. The term "Village Hill" shall mean the real property located on the North Campus and shown on the Plans as Lots 13 through 20 and Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, and Lots 21 through 25 and Lot B-1.

VILLAGE HILL GOVERNING DOCUMENTS. As applied to a Lot, Unit and Common Area, a collective term referring to this Declaration and any applicable Amendments or Supplement Declaration, the By-Laws, the Use Restrictions and Rules and the Design Guidelines, as they may be amended.

VILLAGE HILL STANDARDS. As applied to a Lot, Unit and Common Areas, the standard of conduct, maintenance, or other activity generally prevailing throughout Village Hill, which shall at a minimum, be a standard of good, clean, attractive and sanitary order, condition and repair, in compliance with law and not resulting in the cancellation of insurance or increase in insurance rates for insurance carried by the Association. Such standard shall be established initially by Declarant, may contain both objective and subjective elements, and shall incorporate the Village Hill Governing

Documents, the Master Plan, the Permits and Board resolutions, the budget and the Association's levels of maintenance and operation of its facilities.

VOTING MEMBER. The term "Voting Member" means (i) the Owner or the representative selected by the Owner Members to cast the Owners votes on all matters requiring a vote of the membership when more than one person or entity holds such interest in any Lot, except as otherwise specifically provided in this Declaration or in the By-Laws, and/or (ii) the sole Owner of a Single Family Dwelling Lot. Each Voting Member shall have the number of votes equal to the number of Units located on such Voting Member's Lot.

ARTICLE II

PROPERTY SUBJECT TO RESTRICTIONS. The Property subject to the Declaration shall be the land in Northampton, Hampshire County, Massachusetts being Lots 13 through 20 and Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, and Lots 21 through 25 and Lot B-1 as shown on the Plans.

ARTICLE III

1. PERMITTED USES, OBLIGATIONS AND RESTRICTIONS. Each Lot within the Property shall be for the exclusive use and benefit of the Lot Owners thereof, subject, however, to all of the following limitations and restrictions:

A. Use of Residential Areas. The Single Family and Two Family Residential Areas, shall be improved and devoted exclusively to Single Family Residential uses which shall include "accessory apartments" or "in-law apartments" as defined in Section 10.10, as amended, of the Northampton Zoning Ordinance. No occupation, profession, trade or other non-residential use shall be conducted in such areas, except in conformance with the Northampton Zoning Ordinance.

B. Use of Open Space/Conservation Areas. The Open Space/Conservation Areas, shall not be improved and shall be devoted exclusively to the planting and maintaining of grasses or natural vegetation, for the preservation of scenic vistas, open space, to provide a natural wildlife habitat and for passive recreation using bicycles and multiuse trails. The City of Northampton shall have the right to make habitat improvements within the open space areas. No obligations or restrictions except as specifically set forth in this Paragraph 1(B) shall be applicable to the Open Space/Conservation Areas.

C. Use of Roadway Easement. All roadways shown on the Plan are subject to Roadway Easements for the benefit of all Lot Owners to use the same for all purposes for which roads and streets are used in the City of Northampton, except as limited by this Declaration and to the right of the Grantor to construct, install and grant easements for the construction and maintenance of utility lines, pipes, conduits, transformers, junction boxes, pedestals and other apparatus necessary for the servicing of said Lots. All

maintenance, repairs and improvements of any Roadway Easement Area (including snow removal) shall be the joint obligation of the Lot Owners, through the Association, until accepted by the City of Northampton. Notwithstanding anything in any deed or in this Declaration to the contrary it is the intent of the Grantor and Grantee to apply to the City of Northampton to accept all roadways shown on the Plan as a "public way" for which no compensation will be due any Lot Owner; and if the City requests, to deed the fee interest in all roadways shown on the Plan to the City. No restrictions or obligations of any kind shall apply to any of the roadways that are accepted as public ways by the City of Northampton, and all roadways accepted by the City of Northampton as public ways shall be free and clear of all easements with the exception of easements for private utilities already in place when the roadways are accepted by the City of Northampton as public ways.

D. Use of Mixed Use Area. Mixed Use Area shall be improved and devoted exclusively to Multi-family Dwellings, Commercial Buildings and/or Assisted Living, including combined multi-family and commercial uses.

E. Maintenance of Culverts and Detention Areas. Each Lot Owner, through the Association, shall in proportion to the Stormwater Percentage Interests calculated as set forth in Exhibit A, as the same may be amended from time to time, share in the cost of the maintenance and repair of any Stormwater Facilities on the Property (until and unless any of the same are accepted by the City of Northampton), including, without limitation, culverts, piping, manholes, catch basins and detention areas, whether or not such Lot Owner has constructed a building and whether or not the Stormwater Facility is located on any Lot Owner's property.

The Declarant has entered into a Stormwater Operation, Maintenance, Inspection Agreement with the City of Northampton which shall be recorded in the Registry ("SOMIA"). The SOMIA replaces and supersedes any and all prior Stormwater Management Plans for the Property.

The Association shall maintain all Stormwater Facilities (unless and until they are accepted by the City of Northampton) in such a manner so as to be in compliance with (a) Section 2.3.2 of the Findings; and (b) the SOMIA. This maintenance responsibility includes, without limitation, the obligation to (i) clean all deep-sump, hooded catch basins at least once a year; (ii) remove sediment within forebays if more than one-third full; (iii) inspect detention facilities after all storms with greater than 0.5 inches of rainfall; (iv) remove debris from detention facilities after all storms with greater than 0.5 inches of rainfall; (v) mow vegetated areas according to Best Management Practices ("BMPs") at least twice per year and remove woody vegetation; (vi) keep records of inspection and maintenance activities including date and description of activities performed; (vii) repair or replace any structures found to be functioning improperly according to BMPs. Notwithstanding anything contained herein to the contrary, each Lot Owner shall be solely responsible for the maintenance and repair of all stormwater facilities located on such Lot Owner's Lot and intended to service exclusively such Lot Owner's Lot, including without limitation any swales located on such Lot.

F. Maintenance of Roads, Parking Lots and Utilities. The Lot Owners, through the Association, shall in proportion to the Common Area Percentage interests calculated as set forth in Exhibit A, as the same may be amended from time to time, share in the cost of (i) the maintenance, repair and improvement of all roadways shown on the plan prior to their acceptance by the City as public ways (such acceptance shall occur in phases); (ii) all parking areas designated for public use and not restricted to use by any particular Lot Owner(s) (if any); and (iii) all utilities out of the right of way. As set forth elsewhere in this Declaration, such maintenance, repair and improvement obligation shall include, without limitation, snow removal and street sweeping four times per year, grass cutting and other landscaping, and lighting (including provision of electricity). The Association is responsible for all sidewalks and paved walkways bordering and within the open space.

G. Transportation Demand Management. The Grantor and the Association have committed to a comprehensive Transportation Demand Management ("TDM") program, intended to reduce trip generation by The Village at Hospital Hill. The Association shall be responsible for performing the following elements of the TDM program, at its own cost and expense payable by Lot Owners based upon the Common Areas Percentage Interests, effective as of January 1, 2006 unless another date is specified herein:

(i) TMA Membership

The Association will become a member of the Route 9 Transportation Management Association ("TMA") or other such transportation management association if the TMA ceases to exist. The Association will require all Commercial Building owners and all commercial tenants, through membership dues paid to the Association, to contribute membership dues toward the TMA. The minimum annual contribution to such TMA shall be \$2,500.00 per year in the aggregate upon issuance of a Certificate of Occupancy for the first Commercial Building.

As a member of the TMA, the Association will coordinate strategies and programs offered by the TMA including, without limitation, the following:

- Participation in area transportation events such as the Transportation Fair, Bicycle Commute Week and other promotional events offered by the TMA;
- Production and dissemination of TMA marketing materials and newsletters;
- Links to TMA's web site;
- Completion of employee surveys;
- Participation in transportation coordinator training;
- Participation in the guaranteed ride-home program;
- Participation in ride matching programs; and
- Commuter Choice benefits.

(ii) On-Site Transportation Coordinator

The Association will encourage commercial Lot Owners to identify on-site transportation coordinators to oversee the promotion and implementation of TDM programs and to serve as the chief liaison with the TMA and with building employees and state and city agencies, as required.

(iii) Public Transportation Marketing Information

The Association will include information on public transportation alternatives available at various locations on the Property, including in commercial and residential areas and other public places. The Association will include information related to public transportation in lease/sales information for prospective tenants, and will encourage owners and their tenants to include such information in their owners/employee orientation material.

(iv) Carpool/Vanpool Program

The Association will provide all employers within The Village at Hospital Hill with information for dissemination to employees regarding the services offered by the TMA and CARAVAN for Commuters.

(v) Preferential Parking for Carpools and Vanpools

The Association will designate a limited number of parking spaces in convenient locations within all commercial parking lots to be reserved for carpools and vanpools for employees at the Property.

(vi) On-Site Public Transportation Pass Sales

The Association will encourage employers to make public transportation passes available to employees. The Association will also work with on-site retailers to make public transportation passes available through retail outlets located on the Property. These efforts will be coordinated through the TMA.

(vii) Guaranteed-Ride-Home Program

The TMA provides a guaranteed-ride-home program for TMA members. The Association will work with employers to implement a guaranteed ride-home program that will serve to facilitate the use of carpool and vanpool services by employees of the development. Through the participation of their employers in the TMA, employees who choose to vanpool or carpool will have access to the TMA's program assuring that a ride home will be provided should they have to return home for personal or work-related reasons.

(viii) Bicycle Storage

Secure on-site bicycle storage will be provided for employees of the Property. In addition, the Association will encourage commercial tenants and owners of Commercial Buildings to include on-site shower and locker facilities to encourage the use of bicycles by employees of the development. The Association will also distribute to its commercial tenants information related to the Pioneer Valley Transit Authority ("PVTA") "Rack and Roll" program, which allows commuters to utilize both bicycle and public transportation as a means of commuting to work. Secure bicycle racks and/or storage lockers will be provided at convenient locations proximate to employment centers on the Property.

(ix) Public Transportation Connections to the Property

The Village at Hospital Hill is situated approximately one mile from the nearest PVTA bus stop, which is located at the Academy of Music in downtown Northampton. The Association, through Lot Owner membership in the TMA, will work with the PVTA to determine the feasibility of including The Village at Hospital Hill as a stop on the regional transit routes currently serving the area. As future commercial and residential development of the Property proceeds and a critical mass of potential public transportation users is formed, the Association will work with the TMA and the PVTA to integrate the development into the PVTA bus system. As an interim measure to link the development to public transportation service currently available in the downtown area of Northampton, the Association will work with the City of Northampton and the TMA to provide a shuttle service between the development and the PVTA hub in downtown Northampton at the Academy of Music. The costs associated with this service will be determined by the TMA in consultation with the Association and may be integrated into the TMA membership fees assessed to the development and other participants that use the shuttle service.

(x) Support for Car Sharing

The Association will work with the TMA to evaluate the feasibility of providing a Zipcar car-sharing program as part of the planned development.

(xi) On-Site Banking Services

The Association will work with employers within The Village at Hospital Hill to implement a direct deposit program for employee paychecks and reimbursements in order to reduce off-site automobile trips. In addition, the Association will attempt to locate automatic teller machine(s) within the Property.

(xii) Additional On-Site Amenities

The Association will work with the City, and area businesses to provide an on-site dry cleaning pick-up service for the residents and businesses within the community. This

service can be offered via a central location within the development or a mobile pick-up service.

H. Indemnification. To the fullest extent permitted by law, the Association shall protect, defend, indemnify, and save harmless Grantor from and against any and all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including, without limitation, all reasonable attorney's fees and expenses, which may be imposed upon or incurred by or asserted against Grantor as a result of or arising out of the performance of the Mitigation Measures, or any failure to perform the Mitigation Measures, or any negligent act or willful misconduct by the Association or any of its agents, contractors, or employees arising out of or related to the Mitigation Measures.

I. Maintenance of Multi-Use Trail and Bike Path. The Lot Owners, though the Association, shall in proportion to the Common Area Percentage Interests share in the cost of maintaining any multi-use trails and/or bike paths on the North Campus in conformance with the requirements of the Definitive Subdivision Approval Conditions and the Special Permit Decision, as either may be amended from time to time, prior to the conveyance of such easement areas to the City of Northampton.

J. Village Hill Standards. The Village Hill Standards establish, as part of the Village Hill general plan of development, a framework of covenants, easements and restrictions which govern Village Hill. Use of the Lots, Units, and Common Area shall be conducted in accordance with requirements of the Village Hill Standards applicable to Lots, Units and such Common Area.

The Village Hill Standards include compliance with Permits. So long as Declarant owns any property on the North Campus, it may apply for modification of a Permit or a supplemental Permit with respect to development of Village Hill, and each Lot Owner hereby unconditionally and irrevocably appoints the Declarant as his/her true and lawful attorney-in-fact, coupled with an interest, for the purpose of filing any application for such modification of or supplemental Permit. Any modification of any Permit or supplemental Permit shall be binding upon the applicable Lot, Unit or Common Area whether or not recorded, provided that such modification or supplemental Permit is issued to the Declarant or the Association as permit holder or that the notice of issuance of such modification or supplemental Permit is given to the Association. Copies of the Permits in effect at any time may be obtained from the Association.

2. RESTRICTIONS APPLICABLE TO IMPROVEMENTS.

A. Improvements In The Single Family and Two Family Residential Areas. No improvements other than one single family dwelling, or two family dwelling house, together with a garage for the storage of not more than two (2) private automobiles and appurtenant to a single family dwelling and consistent with the use of the Lot for a single family dwelling, and in a manner consistent with size and character of each Lot, shall be constructed, placed or allowed on each Lot. Such improvements shall be in accord with

the Site Plan Approval Decision for each project and Northampton Zoning and the Design Review Guidelines for the Village at Hospital Hill. All electrical service, telephone lines, cable televisions lines and other wires or lines for the transmission of energy or information shall be located underground and no outside lines for the transmission of energy or information shall be placed overhead.

B. Improvements in Multi-Family Areas. Improvements in the Multi-Family Areas shall be in accord with the Site Plan Approval Decision for each project and Northampton Zoning and be consistent with size and character of each Lot and the Design Review Guidelines for the Village at Hospital Hill. All electrical service, telephone lines, cable televisions lines and other wires or lines for the transmission of energy or information shall be located underground and no outside lines for the transmission of energy or information shall be placed overhead.

C. Improvements in Commercial Areas. Improvements in the Commercial Areas, shall be in accord with the Site Plan Approval Decision for each project and Northampton Zoning and consistent with the Design Review Guidelines for the Village at Hospital Hill. All electrical service, telephone lines, cable televisions lines and other wires or lines for the transmission of energy or information shall be located underground and no outside lines for the transmission of energy or information shall be placed overhead.

D. Improvements in Mixed Use Area. Improvements in the Mixed Use Areas shall be in accord with the Site Plan Approval Decision for each project and Northampton Zoning and consistent with the Design Review Guidelines for the Village at Hospital Hill. All electrical service, telephone lines, cable television lines and other wires or lines for the transmission of energy or information shall be located underground and no outside lines for the transmission of energy or information shall be placed overhead.

E. Improvements in Open Space/Conservation Areas. No improvements of any kind or alterations or additions thereto shall be made, erected, placed or allowed to stand in the Open Space/Conservation Areas, except such habitat improvements or passive recreation enhancements as are approved by the holder of any Conservation Restriction; PROVIDED, however, that the Declarant reserves to itself, its successors and assigns, the right to conduct or permit the following activities:

(i) The construction and maintenance of such culverts and drainage ways as the Declarant may deem appropriate after any necessary approvals from the City of Northampton.

(ii) The construction, maintenance and repair of the Detention Ponds, Drainage Easements, storm water culverts within specified drainage easements, and future bike path and multi-use trail.

(iii) The installation and maintenance of underground utilities including water or sewer lines to service any and all of the Lots shown on the Plan.

(iv) Temporary buildings or structures used during the construction shall be removed immediately after the completion of construction.

F. Improvements in Roadway Easement. No improvements of any kind or additions or alterations thereto shall be made, erected, placed or allowed to stand in the Roadway Easement Area, PROVIDED, however, that the Grantor reserves to itself, its successors and assigns the right to conduct or permit the activities described in the foregoing Article III. No improvements shall be placed in that portion of the Roadway Easement, except for the above or below ground poles, lines, wires, cables, pipes, hydrants, valves and other equipment to provide utilities required to service the Lots. Also exempted are pipes, culverts and drainage facilities necessary for the proper construction of the road surface.

G. Improvements Reserved to Grantor. The Grantor expressly reserves to itself, its successors and assigns, the right to conduct or permit the following activities:

(i) The construction and maintenance of the Roadway Easement road and sidewalks as shown on the Plan, together with such culverts and drainage ways as the Declarant may deem appropriate.

(ii) The construction, maintenance and repair of the Detention Ponds, Drainage Easements, storm water culverts and future bike path extension.

(iii) The installation and maintenance of underground utilities to service any or all of the Lots shown on the Plan.

H. Approval of Declarant for Improvements. None of the Improvements permitted in this Article III, Sections 2A, 2B, 2C, 2D 2E and 2F shall be erected, placed or allowed to stand without the prior written approval by the Grantor of the size, plans, specifications, and locations thereof for a period of not more than six years following the conveyance of the last Lot owned by the Grantor. Such approval shall not be unreasonably withheld and a certificate thereof, in form substantially similar to the form attached as Exhibit B, satisfactory for recording shall be furnished by the Grantor, if requested by a Lot Owner seeking to erect, place or allow to stand upon any Lot any Improvements. Such approval shall not constitute a certification by Grantor of such improvements compliance with applicable federal, state or municipal laws. The Grantor shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans or specifications. The recording of a certificate signed by the Grantor shall be full evidence of satisfaction of this condition. If no certificate is recorded within six (6) years after the Grantor's sale of the last Lot, it shall be accepted that the Improvement was in compliance and the lack of any certificate shall not be a defect in title.

I. Temporary Occupation. No trailer, mobile home, basement of any incomplete building, tent, truck camper, shack, garage or barn, and no temporary building

or structure of any kind shall be used at any time for a residence in the Residential Areas, either temporary or permanent unless in any specific instance such use shall have been authorized by the Grantor. Temporary buildings or structures used during the construction shall be removed immediately after the completion of construction.

J. Nuisances. No refuse, rubbish vehicle parts or bodies of junk waste or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or in the Open Space/Conservation Areas which will or may render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot and no activity, structure or device shall be conducted, built or maintained which is or may be offensive or detrimental to any of the other property in the vicinity or to its occupants. All unregistered motor vehicles shall be garaged or otherwise hidden from the view of those persons traveling the Roadway Easement.

K. Repair of Improvements. No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Each Lot Owner shall maintain such Owner's Lot, including all landscaping and improvements (which shall include any infiltration swales or other on-site stormwater facility systems) on the Lot, in a manner consistent with the Village Hill Standards and all applicable covenants, unless such maintenance responsibility: (i) pertains to Open Space/Conservation Area or Stormwater Facilities included within a Lot whose maintenance responsibility has been assumed by either the Association or a District Association pursuant to this Declaration or By-Laws, or (ii) is otherwise assumed by or assigned to the Association or a District Association pursuant to this Declaration, any Supplemental Declaration or other declaration of covenants applicable to such Lot or Board resolution.

Unless such responsibility has been assumed by or assigned to the Association or a District pursuant to this Declaration, any Supplemental Declaration or other declaration of covenants applicable to such Lot or Unit or Board resolution, each Lot Owner shall be responsible for maintaining the landscaping within that portion of any adjacent Common Area or right of way lying between the Lot boundary and any wall, fence or curb located on the Common Area or right-of-way within 10 feet of the Lot boundary, provided, there shall be no right to remove vegetation from this area without prior approval of the Association. Unless otherwise specifically provided in any instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with Village Hill Standards.

L. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers.

M. Subdivision of Lots. No Lot or Lots shall be subdivided or altered to increase the total number of building Lots as shown on the Plan on which single family

residential structures may be allowed unless as permitted by further amendment of this Declaration. This restriction does not apply to Parcel B, Lot 13 or 13-A, Lot 14 or the area shown on the Plan as "Phase 2".

N. Removal of Earth. No loam, peat, gravel, sand, rock or other mineral resource or natural deposit shall be excavated or removed from any Lot in such a manner as to affect the surface thereof, except in connection with approved construction and landscaping and in accordance with applicable laws.

O. Recreation Vehicles. No motorized recreational vehicle including snowmobiles and off-road dirt bikes or all-terrain vehicles (ATV) shall be operated on any Lot including on the Roadway Easement and Open Space/Conservation Areas.

P. Tree Cutting. No cutting of specimen trees located at Village Hill, as shown on a plan entitled "Specimen Tree Survey, The Village at Hospital Hill, Northampton, Massachusetts", dated 8/25/2003 and prepared by Beals & Thomas, Inc. and further detailed in the report entitled "Tree Inventory for The Village at Hospital Hill in Northampton, Massachusetts" dated April 20, 2003 and prepared by Urban Forestry Solutions and Horticultural Technologies, Inc., shall be allowed on any Lot, Common Area or any Open Space/Conservation Areas except as permitted by the Association in the case of any risk to health, safety or property due to substantial damage. No trees shall be removed from any Common Areas except by permission of the Association. Clear cutting or other denuding activities shall be prohibited. All tree removal shall be selective in nature and conducted in accordance with good forestry practices directed at improving the quality of woodlands.

Q. Exceptions for Grantor. Nothing contained in the Restrictions shall be construed to prevent the erection or maintenance by Grantor, or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of the Property. However, any such structures or signs shall be removed by the Grantor upon the sale of the last Lot.

R. Damage to Roadway Easement. Any damage caused to the improvements provided by the Grantor within the Roadway Easement by construction activity on any of the Lots shall be promptly repaired at the expense of the Lot Owner of the Lot upon which the construction which caused the damage was occurring.

3. USE RESTRICTIONS AND RULES

A. Enactment of Use Restrictions and Rules

(1) Subject to the terms of this Article III, the Board of the Association may make and enforce reasonable rules and regulations governing the use of the Common Area, the Lots, Units and Open Space/Conservation Areas ("Use Restrictions and Rules"), which rules and regulations shall be consistent with the rights and duties established by this Declaration. and the Board may from time to

time modify, cancel, limit, create exception to, or expand the Use Restrictions and Rules. Any modification or expansion shall be effective whether or not recorded.

(2) The Board shall send notice by mail to all Lot Owners concerning any new rule or changes to the Use Restrictions and Rules at least five (5) business days prior to the Board meeting at which such action is to be considered. Voting Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

(3) Such action shall become effective, after notice to each Lot Owner at least thirty (30) days prior to the effective date of any new rule or changes to the Use Restrictions and Rules. Such notice shall provide a copy of the new rule or explanation of any changes to the Use Restrictions and Rules and specify the effective date. The Association shall provide, without cost, a copy of the Use Restrictions and Rules then in effect to any requesting Member or Mortgagee.

(4) After the Declarant Control Period, such action may be disapproved at a meeting by Voting Members representing more than fifty percent (50%) of the total Lot Owner votes in the Association. The Board shall have no obligation to call a meeting of the Voting Members to consider disapproval except upon receipt of a petition of the Voting Members as required for special meetings in the By-Laws. Upon such petition of the Voting Members prior to the effective date of any Board action adopting any new rule or changes to the Use Restriction and Rules subsequent to the Declarant Control Period, the proposed action shall not become effective until after such meeting is held and then subject to the outcome of such meeting.

(5) Alternatively, the Voting Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules by a vote of Voting Members representing more than 50% of the total Owner votes in the Association and, during the Declarant Control Period, the approval of the Declarant. Any Use Restrictions imposed on any Unit pursuant to regulation by a state or federal Regulatory Agreement shall be permissible and shall not be subject to modification, amendment or cancellation by the Association so long as the Regulatory Agreement is in effect and the Unit is an affordable unit under such Regulatory Agreement.

(6) The procedures required under this Section 3 shall not apply to the enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures to the Voting Members. Examples of such administrative rules and regulations shall include, but not be limited to, speed limits on private roads and methods of allocating or reserving use of a facility by particular individuals at particular times. The Board shall exercise reasonable business judgment in the

enactment, amendment and enforcement of such administrative rules and regulations.

(7) Any District may adopt Supplemental Use Restrictions and Rules applicable to such District, subject to the approval of the Board with respect to Districts. The policies and standards set forth in this Article shall apply to each such Supplemental Use Restrictions and Rules, unless otherwise provided in a Supplemental Declaration applicable to such District.

B. Owners' Acknowledgment and Notice to Purchasers.

The Use Restrictions and Rules shall be binding upon all Owners, occupants, invitees and licensees, subject to the provisions of Section 3(A). All Owners are hereby given notice that use of the Lots and Units and the Common Area is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. All purchasers of Lots or Units are on notice that changes from the Use Restrictions and Rules set forth in Exhibit C may have been adopted by the Association. Copies of the Use Restrictions and Rules in effect at any time may be obtained from the Association.

C. Protection of Owners and Others.

Except as may be contained in this Declaration either initially or by amendment or in the Use Restrictions and Rules set forth in Exhibit C, all Use Restrictions and Rules shall comply with the following provisions:

(1) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, the Use Restrictions and Rules may vary by District and as to unit type on a particular Lot.

(2) Displays. The rights of the Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to displays visible from outside the dwelling. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(3) Household Composition. No rule shall interfere with the freedom of Owners to determine the composition of their households.

(4) Activities within Dwellings. No rule applicable to Lots or Units shall interfere with the activities carried on within the confines of dwellings, including use of a dwelling for a home office by the occupant of such home, consistent with the City of Northampton Zoning Ordinance, but not including use by employees or invitees. The Association may prohibit activities not normally associated with property restricted to residential use, and may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that

create a danger to the health or safety of occupants of other Lots or Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, that create unreasonable sources of annoyance, or that are in violation of any Permit.

(5) Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Lots or rights to use the Common Area to the detriment of any Owner over the Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for the use of the Common Areas, or from denying use of privileges to those who abuse the Common Areas or violate Village Hill Standards. This provision does not affect the right to increase the amount of assessments as provided in Article VII.

(6) Alienation. No rule shall prohibit leasing or transfer of any Lot or Unit, or require consent of the Association or Board for leasing or transfer of any Lot or Unit; provided, the Association or the Board may require a minimum lease term of up to six (6) months, that no Lot or Unit be used under lease in a manner inconsistent with the size and facilities of the Lot or Unit and its fair use of the Common Area, and that no Lot or Unit be used for any so-called time-sharing program, including, without limitation, so-called time span ownership, interval ownership, vacation or other time-sharing lease or license program. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Lot or Unit greater than an amount reasonably based on the costs to the Association of administering that lease or transfer. Notwithstanding anything contained herein to the contrary, any lease of any Unit that is subject to a regulation by a state or federal regulatory agreement concerning the affordability of such Unit ("Regulatory Agreement") shall not be subject to the requirements of this Paragraph C (6) but shall be subject at all times to the provisions of any such Regulatory Agreement.

(7) Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This exemption shall apply only for the duration of such Owner's ownership of the Lot, and shall not apply to subsequent Owners who take title to the Lot after the adoption of the rule.

(8) Reasonable Basis. No rule may prohibit any activity, condition or conduct unless there exists a reasonable basis for the enactment of such rule. For purpose of this subsection, "reasonable basis" may include, but not be limited to, restrictions as to time, place, and manner of activity or conduct, or concerns relating to safety, fair use of Common Area, cost, aesthetics of Village Hill, or compliance with the Village Hill Standards.

(9) Reasonable Rights to Develop. No rule or action by the Association or the Board shall impede Declarant's rights to develop or market or sell any portion of the Property.

The limitations in subsection C (1) – (8) of this Section shall only limit rulemaking authority exercised under Section 3(A) only; they do not limit amendments to this Declaration adopted in accordance with Article XI.

ARTICLE IV SPECIAL PERMIT CONDITIONS AND DEFINITIVE SUBDIVISION APPROVAL CONDITIONS

1. CONDITIONS. The Northampton Planning Board issued a Special Permit Decision on September 26, 2002 which is recorded in the Hampshire Registry of Deeds in Book 6835, Page 81. The Northampton Planning Board issued an Amendment to the Special Permit on August 14, 2003, a further Amendment on February 19, 2004 in accord with a settlement agreement dated January 30, 2004 (Land Court No. 292406) which is recorded in the Hampshire Registry of Deeds in Book 8024, Page,252, and a further amendment on August 6, 2007 which is recorded in the Hampshire County Registry of Deeds in Book 9282, Page 103. The Northampton Planning Board issued a Definitive Subdivision Approval with Conditions on January 22, 2004, and Amendment of Definitive Subdivision Approval with Conditions on July 26, 2007 and the Village Hill Definitive Subdivision Plan (Phase II North Campus) on July 26, 2007 (the "Subdivision Approval Conditions).

A. All maintenance of the roadway infrastructure and sidewalks will be the responsibility of adjoining Lot Owners, unless the responsibility is assumed by the Association, unless and until the roadway and sidewalks are accepted by the City of Northampton. Paved walkways bordering and within the open space are to remain the responsibility of the Association. Snow removal on all sidewalks abutting individual building Lots will be the responsibility of the individual Lot Owner, unless otherwise determined by the Association. The snow removal obligations set forth herein shall survive the acceptance of any roadway by the City of Northampton and continue to be binding upon the Association and Lot Owners following any such acceptance.

B. The Association shall be responsible for all snow removal on sidewalks that are ten feet wide and those that border open space. The snow removal obligations set forth herein shall survive the acceptance of any roadway by the City of Northampton and continue to be binding upon the Association and Lot Owners following any such acceptance.

C. Except for maintenance vehicles and motorized wheelchairs, no motorized vehicles, including personal assistive mobility devices, shall be allowed on the off-road multi-use/bicycle trail.

D. Any Lot Owner who installs any lawn sprinkler systems shall be responsible for the costs of installing the proper backflow protection devices, and shall notify the Department of Public Works (Water Division) to approve standards and construction of backflow prevention.

2. MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.

The Association shall maintain the stormwater facilities and detention areas in compliance with the SOMIA, which includes:

- A. Maintenance procedures for Stormwater Facilities .
- B. Unless and until all roadways shown on the Plans are accepted as a city streets, the Association shall do street sweeping four (4) times per year.
- C. All drainage swales, check dams, outlet structures, and riprap basins shall be kept clear of sediments and inspected.
- D. Sediments from the infiltration basin and detention basins shall be removed every five (5) years.
- E. Maintenance reports with documentation on the condition of all inspections and receipts of all cleaning and work for all times specified in the Definitive Subdivision Approval Conditions shall be submitted to the Office of Planning and Development annually, no later than May 15th of each year. Each report shall indicate the status of each element of the entire system under the Association's maintenance purview.

3. INITIAL CAPITAL ACCOUNT.

- A. The Declarant shall be responsible for all maintenance costs and repairs, as set forth in Article III, Paragraph 1, §E, until the sale and transfer of one Lot.
- B. After the sale and transfer of one Lot the Declarant shall pay an annual fee to the Association equal to the annual fee or assessment for each Lot the Declarant owns which has not been sold. The initial annual fee shall be set by the Declarant.
- C. Upon the initial sale of each Lot, each Lot Owner shall pay to the Association an initial capital account payment as required by the Association's By-Laws.

4. ESCROW ACCOUNT AND CITY ENFORCEMENT.

- A. The City of Northampton has required as condition Number 7g of the Special Permit dated September 26, 2002, and Covenant Number 2 of Definitive Subdivision Approval Conditions, that a \$12,000.00 Escrow Deposit or a \$20,000.00 Reserve Account be made to assure the Association's compliance with its maintenance obligations under Paragraph 2 of Article IV. The Association shall establish the Reserve Account through a deposit by the Grantor of \$16,000.00 as provided in Paragraph B

below and the Village at Hospital Hill-South Association shall deposit the remaining \$4,000.00 of the Reserve Amount. The deposits shall be in separate accounts and shall be in satisfaction of the Escrow Deposit and Reserve Account requirements.

B. The Grantor shall deposit \$16,000.00 in its name with the City of Northampton as a signatory, in an escrow account, on or before the sale of the first Lot, to assure the Association's compliance with its obligations under Paragraph 2 of Article IV. The Association shall deposit \$4,000 in its name with the City of Northampton as a signatory, in an escrow account, on or before the sale of the first Lot, not including the sale of any Lot to the Community Builders, Inc. ("TCB") as more particularly described in Paragraph D below, to assure the Association's compliance with its obligations under Paragraph 2 of Article IV.

C. If the City is required to expend funds from the Reserve Account to perform the maintenance obligations of the Association, under the subdivision Conditions or the Special Permit Decision, the City may assess or bill the Association for such expenditure to maintain the account at \$16,000.00. The Association shall have ninety (90) days to pay such an assessment and may assess the Lot Owners for such expenditure based on the Common Area Percentage Interests following any use of the Reserve Account. If the Association fails to pay or reimburse the City for the expenditure within ninety (90) days, the City shall have standing and the right to file an action against the Association and the Lot Owners to enforce the assessment, including the right to seek a prejudgment lien or other security for the enforcement of the assessment.

D. The Association shall not be required to make the deposit required by Section A of this Paragraph prior to the sale of any Lot to TCB, a Massachusetts non-profit corporation, its affiliate or an affiliated entity formed by TCB to acquire and develop any Lot.

5. TMA CONDITIONS.

All Commercial Building owners and tenants must participate as part of the Association in the TMA or other such association if the TMA ceases to exist, with a minimum annual contribution to such TMA of \$2,500.00 per year in the aggregate upon issuance of a Certificate of Occupancy for the first Commercial Building. The minimum annual contribution shall be allocated among all Commercial Buildings with respect to which certificates of occupancy have been issued on a square footage basis.

ARTICLE V
APPROVAL OF CONSTRUCTION AND LANDSCAPE DESIGN

1. SINGLE FAMILY AND TWO FAMILY RESIDENTIAL, APPROVAL BY DECLARANT.

A. Prior to applying for a building permit, each Lot Owner shall submit a copy of the proposed house and building plans showing the location of structures on the

Lot, grade elevations (including front, back and side elevations) and type and color of exterior materials to the Declarant for review and approval in accord with the terms of this section and the Preamble of this Declaration.

B. Prior to applying for a building permit from the City of Northampton, each Lot Owner shall submit a site plan showing exterior materials, plantings, and trees to be removed to the Declarant for review and approval in accord with the terms of this section and the Preamble of this Declaration.

C. The Declarant shall have twenty-one (21) days from receipt of the building plans and site plan to approve, reject or comment on the plans. Upon approval, the Declarant shall give a notarized certificate to the Lot Owner, referencing the plans which must be filed by the Lot Owner with the Building Commissioner or Registry of Deeds prior to the commencement of construction.

D. The Declarant shall have the right, in the same manner as the Association under Article XI.2, to enforce compliance with the terms of this approval, even after a building permit has been issued. No certificate of approval shall be deemed to be approval of compliance of the plans with the state building code, zoning ordinance, or local health or fire code requirements.

E. The Declarant's rights under this section for approval of building and site plans shall automatically be transferred to the Association upon the sale of the last Lot owned by the Declarant. The Association shall thereafter have all of the rights of the Declarant under this section. All rights and obligations for approval or requirements for a certificate of approval shall expire on December 31, 2024.

2. MULTI FAMILY DWELLING DESIGN AND SITE APPROVAL.

A. Prior to applying for a building permit, each Lot Owner shall submit a copy of the proposed house and building plans showing the location of structures on the Lot, grade elevations (including front, back and side elevations) and type and color of exterior materials to the Declarant for review and approval in accord with the terms of this section and the Preamble of this Declaration.

B. Prior to applying for a building permit from the City of Northampton, each Lot Owner shall submit a site plan showing exterior materials, plantings, and trees to be removed to the Declarant for review and approval in accord with the terms of this section and the Preamble of this Declaration.

C. The Declarant shall have twenty-one (21) days from receipt of the building plans and site plan to approve, reject or comment on the plans. Upon approval, the Declarant shall give a notarized certificate to the Lot Owner, referencing the plans which must be filed by the Lot Owner with the Building Commissioner or Registry of Deeds prior to the commencement of construction.

D. The Declarant shall have the right, in the same manner as the Association under Article XI.2, to enforce compliance with the terms of this approval, even after a building permit has been issued. No certificate of approval shall be deemed to be approval of compliance of the plans with the state building code, zoning ordinance, or local health or fire code requirements.

E. The Declarant's rights under this section for approval of building and site plans shall automatically be transferred to the Association upon the sale of the last Lot owned by the Declarant. The Association shall thereafter have all of the rights of the Declarant under this section. All rights and obligations for approval or requirements for a certificate of approval shall expire on December 31, 2024.

3. COMMERCIAL BUILDING, DESIGN AND SITE APPROVAL.

A. Prior to applying for a building permit, each Lot Owner shall submit a copy of the proposed commercial building and building plans showing the location of structures on the Lot, grade elevations (including front, back and side elevations) and type and color of exterior materials to the Declarant for review and approval in accord with the terms of this section and the Preamble of this Declaration.

B. Prior to applying for a building permit from the City of Northampton, each Lot Owner shall submit a site plan showing exterior materials, plantings, and trees to be removed to the Declarant for review and approval in accord with the terms of this section and the Preamble of this Declaration.

C. The Declarant shall have forty (40) days from receipt of the building plans and site plan to approve, reject or comment on the plans. Upon approval, the Declarant shall give a notarized certificate to the Lot Owner, referencing the plans which must be filed by the Lot Owner with the Building Commissioner or Registry of Deeds.

D. The Declarant shall have the right, in the same manner as the Association under Article XI.2, to enforce compliance with the terms of this approval, even after a building permit has been issued. No certificate of approval shall be deemed to be approval of compliance of the plans with the state building code, zoning ordinance, or local health or fire code requirements.

E. The Grantor's rights under this section for approval of building and site plans shall automatically be transferred to the Association upon the sale of the last Lot owned by the Grantor. The Association shall thereafter have all of the rights of the Grantor under this section. All rights and obligations for approval or requirements for a certificate of approval shall expire on December 31, 2024.

4. MIXED USE DESIGN AND SITE APPROVAL

The design and site approval in a Mixed Use Area shall conform with the applicable design and site approval requirements for Commercial Building, Multi-Family Dwelling and/or Single Family Dwelling as set forth in this Article V.

5. APPROVAL CRITERIA.

- A. Buildings, structures and exterior materials that are harmonious with the scenic character of the site and existing structures in the surrounding community.
- B. Landscaping that is consistent with the character of the site.
- C. Compliance with all zoning requirements.
- D. Compliance with the Land Disposition Agreement by and between the Commonwealth of Massachusetts and The Community Builders, Inc. dated September 5, 2002 and Chapter 86 of the Acts of 1994.
- E. Compliance with the Special Permit Decision.
- F. Exterior lighting that does not intrude on adjoining Lots and conforms with City standards.
- G. Proper facing of main elevations to street.
- H. Residential units shall be consistent with Lot dimensions, size and setback of neighboring homes.
- I. Compliance with the Definitive Subdivision Approval Conditions.
- J. Compliance with the Design Guidelines

6. GENERAL REQUIREMENTS.

All structures and improvements shall be designed and built in accordance with the plans and specifications of a licensed architect or licensed building designer, except that landscaping shall not be required to be designed by a professional landscape architect. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme, to rebuild in accordance with originally approved plans and specifications or for interior remodeling.

ARTICLE VI AMENDMENTS AND REVISIONS

1. This Declaration is intended for the development of the Property described in Article II. Notwithstanding any provisions to the contrary in Article VII or any other Article of this Declaration, the DECLARANT reserves to itself the full power and authority to amend or revise any provision of this DECLARATION to accommodate the development of the Property or for any other purpose. This reservation of the exclusive authority to amend and revise this Declaration is intended to accommodate the future and full development of the site in accord with chapter 86 of the Acts of 1994 as amended by chapter 307 of the Acts of 1994 and the revised and amended Master Plan.

2. Article IV may not be amended except upon approval by the Planning Board of the City.

ARTICLE VII LOT OWNERS' ASSOCIATION ANNUAL FEE, PERCENTAGE INTEREST

1. The Association shall have the management of the property on the Plan as each phase of the Village At Hospital Hill is approved, subject to this Declaration and the By-Laws of the Association. The Association is the entity responsible for the management, maintenance, operation and control of Common Areas, Areas of Common Responsibility and Stormwater Facilities. The Association also is the primary entity responsible for enforcement of the Village Hill Standards. The Association shall perform its functions in accordance with this Declaration, the By-Laws of the Association and the laws of the Commonwealth of Massachusetts. The Association's Board may adopt such reasonable rules regulating the use of common areas as it deems appropriate in accordance with this Declaration and the By-Laws.

A. Membership. The Association shall have one class of membership interest. Each Owner subject to this Declaration shall be a member whether such ownership in a Lot is joint, in common or tenancy by entirety or otherwise. Each Voting Member is entitled to one vote for each Unit located on the Voting Member's Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to Board regulation and the restrictions on voting set forth herein and in the By-Laws, and shall be jointly and severally obligated to perform the responsibilities of Lot Owners. When more than one person or entity holds such interest in any Lot, the vote or votes attributable to such Lot shall be exercised by the Voting Member. Notwithstanding anything contained herein to the contrary, the provisions of this Paragraph 1(A) of Article VII relating to one vote for each Unit located on the Voting Member's Lot cannot be modified or amended except by affirmative vote of seventy-five (75%) percent of the total number of Units.

B. Association Property. The Association, through action of its Board, may acquire, hold, lease (as lessor or lessee), operate and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by community organizations and by others, whether nonprofit or for profit, for the provisions of goods or services for the general benefit or convenience of owners, occupants or residents of Village Hill.

Declarant and its designees may convey to the Association, and the Association shall accept, personal property and fee title, leasehold or other property interests in any portion of the North Campus, improved or unimproved, and owned by the Declarant or its designees. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of Village Hill originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

C. Association Responsibility for Area of Common Responsibility. The Association shall maintain and keep in good repair in accordance with the Village Hill Standards and provide services relating to the portion of the Area of Common Responsibility which is not made by Amendment or Supplemental Declaration or resolution of the Board the responsibility of a particular District under Article, VII, Section 6, such maintenance and service to be funded as hereinafter provided. The Area of Common Responsibility may include, but need not be limited to the following:

- (i) all portions of and structures situated on Common Area (including without limitation, private streets, structures, furnishing, equipment, common landscaped areas, signage, street lights, sidewalks, and bicycle and pedestrian pathways/trails);
- (ii) landscaping within or adjacent to public rights-of-way within or abutting Village Hill;
- (iii) such portions of any additional property included within the Area of Common Responsibility as provided by this Declaration, any Amendment or Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;
- (iv) any portions of Open Space Areas or Stormwater Facilities included within Lots for which the Lot Owner does not have a primary maintenance responsibility;
- (v) all ponds, streams and/or wetlands located within Village Hill, including improvements and equipment installed therein or used in connection therewith; provided, that neither Declarant nor the Association shall have any liability for damage

or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences;

(vi) any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property and facilities shall be identified by written notice from Declarant to the Association and will remain as part of the Area of Common Responsibility maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain, other Lots, Units and Common Area, which it does not own, including, without limitation, utility easements, and property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Village Hill Standards.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of property which it does not own, except to the extent that it has been grossly negligent in the performance of its maintenance responsibilities hereunder.

The Area of Common Responsibility shall not be reduced except with the prior written approval of Declarant as long as Declarant owns any property on the North Campus.

Except for costs of services which are to be assessed as Specific Assessments only against the Lots or Units to which such services are provided, the costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lot Owners subject to Base and Special Assessments; provided, the Association may seek reimbursement from the owner(s) or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other covenants recorded in the Registry, or agreements with owner(s) thereof.

D. Maintenance of Open Space or Stormwater Facilities included within a Lot. Certain Open Space or Stormwater Facilities may be included within a Lot. The Association shall have responsibility for maintaining Open Space or Stormwater Facilities located within a Lot (e.g., stormwater detention ponds and multi-use paths/trails). Unless otherwise specifically provided in any instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with Village Hill Standards.

E. Safety and Security. Each Owner and occupant of a Lot or a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Village Hill. The Association may, but shall not be

obligated to, maintain or support certain activities at Village Hill designated to enhance the security of Village Hill. Neither the Association nor the Declarant are insurers or guarantors of security at Village Hill, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

F. Insurance Requirements of Lot Owners. By virtue of taking title to a Lot or a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry (i) property insurance for the full replacement cost of all insurable improvements on such Owner's Lot or Unit, less a reasonable deductible, with such endorsements and in such form as required by the Declarant or the Board, (ii) liability insurance, in such amount and form as required by the Declarant or the Board, unless either the District Association or the Association carries such insurance (which either one may, but is not obligated to do hereunder), (iii) party wall insurance, where applicable, and (iv) a multifamily insurance endorsement for all Multi Family Dwellings. Each such liability policy shall name the Association as a named insured under the policy. The Lot Owner, Unit Owner District Association or Association carrying the insurance, as applicable, shall file a Certificate of Insurance evidencing such insurance annually with the Board. If the Association assumes responsibility for obtaining any insurance coverage on behalf of the Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Lot Owner or Unit and Unit Owner.

Each Lot Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Lot Owner's Lot, the Lot Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article V. Alternatively, the Lot Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with the Village Hill Standards. The Lot Owner shall pay any costs which are not covered by insurance proceeds.

The requirements of this Section shall apply to any District Association responsible for its property within the District in the same manner as if the District Association were a Lot Owner.

2. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges ("Annual Assessments") consisting of the Base Assessment and (b) special assessments, such assessments to be established and collected as provided in the Declaration ("Special Assessments") and the By-Laws. The annual and Special Assessments, together with interest, costs and reasonable attorney's fees incurred to enforce such assessments, shall be a charge on the Owner's Lot and shall be a continuing lien upon the property against which

each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal, joint and several obligations of the Owner or Owners of such Lot as of the assessment due date. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record and municipal liens. The lien shall have priority over any lien for assessments asserted by any District Association. The lien may be enforced pursuant to M.G.L. c. 254.

A. Annual Assessment. The By-Laws shall provide for an annual fee assessment for the management, operation and maintenance of Common Areas (including Stormwater Facilities) and the Association's Property ("Base Assessment"). The Base Assessment shall be made based upon the Common Area Percentage Interest of each Lot.

B. Specific Assessment. The Association shall have the power to levy Specific Assessments against a particular Lot to cover costs incurred in bringing a Lot or Unit into compliance with the Village Hill Standards, or costs incurred as a consequence of the conduct of the Lot Owner or occupants of a Lot or Unit, their agents, contractors, employees, licensees, invitees, or guests ("Specific Assessments"); provided, except with respect to costs incurred in any emergency situation, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this Section.

C. Special Assessments. Special Assessments that are made to pay the cost of maintaining or bringing any portion of the Property into compliance with any applicable governmental requirements, including without limitation the requirements of the Special Permit Decision and/or the Subdivision Approval Conditions shall be made by vote of a majority of the members of the Board at a meeting at which as quorum is present. All other Special Assessments shall only be made by affirmative vote of seventy five (75%) percent of the total number of Units.

D. Payment of Assessments. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot or Unit and impose special requirements for Owners with a history of delinquent payment. Unless the Board otherwise provides, one-twelfth of the Base Assessment shall be due and payable in advance on the first day of each month.

Failure of the Board to establish assessment amounts or rates or to deliver or mail each Lot Owner or District Association an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay the Base Assessment of the Association and District Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association and District Association, respectively may retroactively assess any shortfalls in collections.

No Owner may exempt himself/herself from liability for assessments by non-use of Common Areas, abandonment of a Lot or Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The following property shall be exempt from payment of Base Assessments, District Assessments and Special Assessments:

- (i) all Common Areas and such portions of the property owned by Declarant as are included in the Area of Common Responsibility;
- (ii) any property owned by the Association;
- (iii) any and all property owned by a governmental entity, and any and all property owned by a non-profit conservation entity and dedicated to conservation or maintenance of the environment.

3. The Common Area Percentage Interests shall be adjusted by the Association in accordance with Exhibit A.

6. DISTRICTS

A. District Formation. During the Declarant Control Period, Declarant may unilaterally amend this Declaration or record or amend any Supplemental Declaration to establish Districts and/or to redesignate District boundaries. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by such Owner(s) execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. After the Declarant Control Period, the Board of Directors of the Association may record or amend any Supplemental Declaration upon the affirmative vote of more than 50% of the Units which shall comprise the District represented at a meeting duly called for such purpose by the Board. A Supplemental Declaration shall be effective upon recording unless otherwise specified in such Supplemental Declaration.

Prior to the conveyance of any Lot upon which a Multi-Family Dwelling shall be constructed and where its it the intent to convey fee interest in such Multi-Family Dwelling units to third party homebuyers pursuant to Mass. Gen. Laws c. 183A or other statutory provision providing for the common ownership of land and fee interest in a

particular residential unit, the Declarant shall record a Supplemental Declaration to establish a District comprised of such Lot.

B. District Services and District Assessment. Any District, acting through a District Association, may provide a higher level of service, if any, than that which the Association generally provides to all Lot Owners or may provide special services for the benefit of Lots or Units in such District. Upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of the Lots and/or Units within the District, the District Association shall provide the requested services.

If the Association or a District Association provided benefits or services to less than all Lots or Units within a particular District, then the benefited Lots or Units shall constitute a Sub-District for purposes of determining and levying District Assessments for such benefits and services.

The costs of such services provided by the District, which may include a reasonable administrative charge in such amount as the District Association deems appropriate, shall be assessed against the benefited Lots and/or Units within such District as a District Assessment.

C. Maintenance of District Property

Each District Association shall maintain its property and any other property for which it has maintenance responsibilities as set forth in such District's Supplemental Declaration or by resolution of the Board, in a manner consistent with the Village Hill Standards and all applicable covenants. Unless otherwise specifically provided in any instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with Village Hill Standards.

The Association may assume maintenance responsibility for property within any District (i) by agreement with the District, (ii) because, in the opinion of the Board, the level and quality of a particular service would be best provided on a centralized basis, or (iii) because, in the opinion of the Board, the level and quality of service then being provided is not consistent with Village Hill Standards. If the Association assumes responsibility for any services on behalf of a District, the cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Unit or Lot to all Districts receiving the same service) shall be assessed as a Specific Assessment only against the Lots or the Units within the District to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

D. Powers of the Association Relating to Districts

The Association shall have the power to veto any action taken or contemplated to be taken by any District Association which the Board reasonably determines to be adverse to the interests of the Association or the Members or inconsistent with Village Hill Standards. The Association also shall have the power to require specific action to be taking by any District Association in connection with the District's obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated or requiring that a proposed budget include certain items and that expenditures be made therefor. A District Association shall take the action specified by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the District Association fails to comply, the Association shall have the right to take such action on behalf of the District Association and levy Specific Assessments to cover the costs thereof, as well as an administrative charge and sanctions.

**ARTICLE VIII
EASEMENTS**

1. EASEMENTS OF ENCROACHMENT. The Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event, shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such encroachment.

2. EASEMENT FOR UTILITIES AND INFRASTRUCTURE, ETC.

A. Installation and Maintenance. Declarant hereby reserves for itself, so long as Declarant owns any property on the North Campus, and grants to the Association and all utility providers and to a District Association to the extent set forth in its Supplemental Declaration, perpetual, non-exclusive easements throughout Village Hill (but not through a structure) to the extent reasonably necessary for the purpose of:

(i) installing utilities and infrastructure to serve Village Hill, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, roadways, drainage systems, street lights, mailboxes, and signage on property that is owned by the Declarant or the Association, within easements designated for such purposes on recorded instruments or plans of the Property, or on a Lot owned by a Person

other than the Declarant or the Association, provided that the location of such easement on a Lot owned by a Person other than Declarant and the Association (x) is shown on an instrument or plan of property recorded prior to the conveyance of such Lot, or (y) is located within fifteen (15) feet of a street or roadway abutting such Lot, or (z) if not so located, shall be subject to the approval of such Person, which approval shall not unreasonably be withheld, delayed or conditioned.

(ii) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described above; or

(iii) access to read utility meters.

B. Specific Easements. Without limiting the reservation of easements by Declarant in this Section, Declarant also reserves for itself and grants to the Association the non-exclusive right and power to grant and record such specific easements throughout Village Hill (but not through a structure) and grants to a District Association to the extent set forth in its Supplemental Declaration the non-exclusive right and power to grant and record such specific easements throughout a District (but not through a structure) as may be necessary, in the sole discretion of the Declarant, the Association or the District Association, as applicable, in connection with the orderly development of any of the Property. The Lot Owner of any property to be burdened by any easement granted pursuant to this subsection shall be given written notice in advance of the grant. The location of the easement (x) shall be shown on an instrument or plan of the Property recorded prior to the conveyance of such Lot, or (y) shall be located within fifteen (15) feet of a street or a roadway abutting such burdened property, or (z) if not so located, shall be subject to the approval of the Owner of the burdened property, which approval shall not be unreasonably be withheld, delayed or conditioned.

C. Minimal Interference. All entry upon all Lots and all work associated with the exercise of the easements described in this Article VIII shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into structures on any Lot nor shall it permit unreasonable interference with any use of any Lot. Except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant.

D. Special Limitations regarding Utilities. No septic systems, sewers, water lines, electrical lines, or other utilities may be installed in or under the easements described in subsections (a) and (b) of this Section, except as may be approved by the Declarant or the Board or, with respect to easements granted by the District Association, the District Board.

3. EASEMENTS FOR MAINTENANCE, EMERGENCY AND ENFORCEMENT. Declarant hereby grants to the Association easements over such portions of Village Hill as necessary to enable the Association to fulfill its maintenance responsibilities and its compliance and enforcement responsibilities. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforcing the Village Hill Standards. Such right may be exercised by the Board, its officers, agents, employees, managers, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.
4. EASEMENTS FOR DRAINAGE AREAS. This Declaration hereby creates in favor of Declarant, so long as Declarant owns any property on the North Campus and the Association, and their successors, assigns and designees, the nonexclusive right and easement to enter upon drainage ways, drainage culverts, natural drainage areas, and other areas at Village Hill, including areas within Lots, used for stormwater management, and any improvements and equipment installed or used in connection therewith (collectively "Drainage Areas) to install, maintain, repair and replace such areas and property. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.
5. TERM OF EASEMENTS. The easements and rights granted under this Declaration shall be perpetual. Nothing in this Declaration shall be construed to permit termination of any easement in this Declaration without the consent of the holder of such easement.

ARTICLE IX DEVELOPMENT RIGHTS OF DECLARANT

1. TRANSFER OR DEDICATION OF COMMON AREA. The Declarant or the Association may transfer or dedicate portions of the Common Areas to the Commonwealth of Massachusetts, Hampshire County, Massachusetts, the City of Northampton, or to any other local, state, or federal government or quasi-governmental entity or to any non-profit organization organized for the purpose of conservation or maintenance of the environment.
2. MARKETING ACTIVITIES. Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the development and marketing of Village Hill, including, but not limited to, business offices, signs, and marketing offices. Declarant shall have easements for access to and use of such facilities at no charge. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use any community center or parking areas which may be owned by the Association as construction and management offices.

3. RIGHT TO DEVELOP. Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion, and shall have a right of access and use and an easement over and upon portions of the Property which have not been transferred to a purchaser for purposes as may be reasonably necessary and incident to any construction within the Property.

Every Person that acquires any interest in Village Hill, and each occupant of any Unit shall be required by the Lot Owner where such Unit is located to acknowledge that Village Hill is a master planned community, the development of which is likely to extend over many years, and to agree not to use Association or District Association funds to protest, challenge, or otherwise object to changes in uses or density of property within Village Hill, changes in the Master Plan, or Permits. Each such Person that acquires any interest in Village Hill and each occupant of any Unit shall agree as a condition to the acquisition of any such interest or the occupancy of any such Unit not to sue, protest, appeal or otherwise complain in any manner whatsoever about any changes in uses or density of Property within Village Hill, any changes in the Master Plan or any changes in the Permits, all of which shall be carried out solely and exclusively by the Declarant.

4. RIGHT TO APPROVE ADDITIONAL COVENANTS AND CHANGES IN STANDARDS. So long as the Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's recorded consent. No amendment to or modification of any Use Restrictions and Rules or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration.

5. RIGHT TO TRANSFER OR ASSIGN DECLARANT RIGHTS. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Registry. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

6. EXCLUSIVE RIGHTS TO USE NAME OF DEVELOPMENT. No Person shall use the name "Village Hill Northampton", "Village Hill" or "Village at Hospital Hill" or any derivative of such name in any printed promotional material without Declarant's prior written consent. However, Owners may use the name "Village Hill Northampton",

"Village Hill" or "Village at Hospital Hill" in printed or promotional matter where such term is used solely to specify that particular property is located at Village Hill and the Association shall be entitled to use the words "Village Hill Northampton", "Village Hill" or "Village at Hospital Hill" in its name. In addition, the name "Village Hill" or any derivative thereof may be used as the name of a roadway and when used as the name of a roadway shall not be subject to any restrictions whatsoever.

7. DECLARANT APPROVAL OF ASSOCIATION BOARD VOTES AND MEMBER VOTES. During the Declarant Control Period, no vote of the Board of the Association shall be effective unless such vote is approved in writing by the Declarant. In addition, during the Declaration Control Period no vote of the members of the Association shall be effective unless such vote is approved in writing by the Declarant. The Declarant expressly reserves the right to approve or disapprove any such vote of the Board or vote of the members as determined by the Declarant in its sole discretion.

8. TERMINATION OF RIGHTS. This Article may not be amended without the express written consent of Declarant. However, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or the date to which any restrictions in this Declaration are extended as provided in Article XI, or (b) recording by Declarant of a written statement of termination.

ARTICLE X TRANSFER OF INTERESTS IN LOTS

1. SEVERANCE OF APPURTENANT RIGHTS OR TRANSFER OF ONLY APPURTENANT RIGHTS PROHIBITED. No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to Owner's lot or Owner's interest in a Lot or Owner's Unit without including therein the appurtenant interests and restrictions created by this Declaration; it being the intention hereof to prevent any severance of the Lot or Unit from such appurtenant interests and restrictions. Any such deed, mortgage or other instrument purporting to convey any interest in a Lot or Unit, without including all interests and restrictions shall be deemed and taken to include the interests or restrictions so omitted, even though the later shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Lot or Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Lot 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 Lots. Any attempted conveyance of an interest in one or more appurtenant rights without conveyance of a similar interest in the Lot shall be null and void. Each Owner of a Multi-Family Dwelling that contains Units that are leased to third parties shall impose upon the occupant of each such Unit pursuant to a written lease all of the provisions of this Declaration, which shall be deemed to be covenants that are part of each such lease.

2. NOTICE OF TRANSFER REQUIRED. Any Owner desiring to sell or otherwise transfer title to a Lot or Unit shall give the Board at least (14) days' prior written notice,

of the name and address of the purchaser or transferee, and the date of such transfer of title. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the transferor, including assessment obligations, until the date upon which such notice is received by the Board or the date title transfers, whichever is later, and, thereafter, shall be jointly and severally responsible with the transferee only for obligations accruing prior to such date.

3. CONSENT TO DECLARATION THROUGH ACCEPTANCE OF DEED. Each Lot Owner, through its acceptance of a deed conveying title to such Lot or any portion thereof, including without limitation each Owner of a Unit, shall be deemed to have consented to, approved and agreed to comply in all respects at all times with all of the provisions of this Declaration through the acceptance of a deed to such Lot or Unit without any further action by the Declarant or the grantor of any such deed and without any requirement that such deed include a specific reference to the conveyance of such Lot or Unit subject to all of the terms and conditions of this Declaration.

ARTICLE XI MISCELLANEOUS PROVISIONS

1. AMENDMENT AND DURATION.

A. Amendment or Repeal. These Restrictions, except for Article IV, may be amended or repealed at any time by the written consent of two-thirds (2/3) interest of the Owners of the Lots (including one vote for each Lot owned by the Declarant). Such amendment or repeal shall not be effective until such time as it has been recorded with the Hampshire Registry of Deeds. Notwithstanding the foregoing, no such amendment or repeal will be valid the intent of which is to enable the Lot Owner(s) to further subdivide their Lots, except as reserved herein to the Grantor.

B. Duration of Restrictions. Subject to the provisions of Section A of Article IV, hereof, this Declaration shall continue and remain in full force until October 1, 2034; thereafter the term of the Declaration and the Restrictions may be extended for further periods of twenty (20) years each in the manner provided in Massachusetts General Laws Chapter 184 Section 28, as it may be amended from time to time.

2. ENFORCEMENT AND NON-WAIVER.

A. Right of Enforcement. The Restrictions are for the benefit of the Property and shall run with the land. Except as otherwise provided herein, any Lot Owner, including the Grantor, shall have the right to enforce any or all of the provisions of this Declaration.

B. Violation of Law. Any violation within the Property of any state law or City Ordinance, or any regulations pertaining to the ownership, occupation or use of the

Property is hereby declared to be a violation of the Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

C. Fines and Penalties. After notice and opportunity to cure, the Association, by vote of its officers, may assess a fine of up to \$50.00 per day for any violation of these Restrictions.

D. Interest and Unpaid Assessments. Any assessment or portion of the annual fee which is not paid, when due, shall accrue interest at the rate of twelve (12%) percent per annum.

E. Legal Proceedings. The Association may bring an action in the Hampshire County courts, in equity, for enforcement of these Restrictions and, at law, to collect any unpaid assessments, fees, fines or other charges, which shall constitute a lien on the Lot, until paid.

F. Remedies Cumulative. Each remedy provided by the Restrictions is cumulative and not exclusive.

G. Non-Waiver. The failure to enforce any of the provisions of Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provisions of said Restrictions.

3. AUTHORITY FOR DECLARATION. In accordance with Article VI of the Declaration, and as the Owner of more than a two-thirds interest in the Lots, the Declarant has full power and authority to amend and revise any provision of the Declaration, and the Grantor therefore has full power and authority to amend the Declaration by restatement in its entirety pursuant to this Consolidated Restatement and Amendment of Declaration of Covenants, Maintenance and Easement Agreement.

4. CONSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL; PLURAL.

A. Restrictions Severable. Each of the provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

C. Captions. All captions or titles used in these Declarations and Restrictions are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of said restrictions.

D. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and behalf by Massachusetts Development Finance Agency its Manager, hereto duly authorized this 17 day of April, 2008.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager

By: Richard Henderson
Name: Richard Henderson
Title: Executive Vice President for
Real Estate

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

April 16, 2008

On this 16th day of April, 2008, before me, the undersigned notary public, personally appeared Richard Henderson, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Executive Vice President for Real Estate of Massachusetts Development Finance Agency, ~~acting in its capacity~~ as manager of Hospital Hill Development LLC, a Delaware limited liability corporation.

[Signature]
Notary Public

My Commission Expires:



HANNAH L. KILSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 28, 2012

EXHIBIT A
Calculation of Common Area Percentage Interests

1. Introduction. The Common Area Percentage Interest of each Lot shall initially be calculated in relation to each Lot based upon the total number of Units that are proposed to exist at the Property and shall be finally established based upon the total number of Units that actually exist at the Property following the complete development of the Property. The total number of Units that are proposed to exist with respect to the Property have been calculated in accordance with the applicable provisions of the Master Plan (the "Proposed Unit Totals"). The Proposed Unit Totals are more particularly described on Exhibit A-1, which is attached hereto and made a part hereof. The Proposed Unit Totals are subject to change based upon changes in the Master Plan and/or changes in the overall development concept with respect to the Property, and the final total of Units that exist with respect to the Property may be greater than or less than the Proposed Unit Totals shown on Exhibit A-1.
2. Calculation of Common Area Percentage Interests. The Common Area Percentage Interests applicable to each Lot shall be calculated initially by the Association as of the date of recording of this Declaration with respect to each Lot owned by a party other than the Declarant (a "Third Party Lot") based upon the number of Units that exist at each such Third Party Lot as a percentage of the total of the Projected Unit Totals of three hundred twenty-one (321) units shown on Exhibit A-1. The Common Area Percentage Interests calculated in such manner shall form the basis for the payment by the Owners of Third Party Lots of Common Expenses assessed by the Association. Common Area Percentage Interests shall be recalculated by the Association as new Units are created with respect to Third Party Lots within thirty (30) days following the issuance of a Certificate of Use and Occupancy with respect to each new Unit created on a Third Party Lot following the date of this Declaration, and the Association shall send written notice of such calculation to the affected Lot Owner within such thirty (30) day period. The Owner of each such Third Party Lot where new Units are created shall be required to pay Common Expenses based upon such Common Area Percentage Interest effective thirty (30) days following the creation of each such Unit on a Third Party Lot.
3. Payment of Common Expenses by Declarant. Until the completion of the development of the Property, the Declarant shall pay a proportionate part of the Common Expenses (the "Declarant's Share"). The Declarant's Share shall be that percentage of the actual Common Expenses equal to the product of the total land area of the Property owned by the Declarant as a percentage of the total land area of the Property calculated by the Association as of the date of this Declaration and within thirty (30) days following the sale by the Declarant of any portion of the Property to a Third Party Owner. The total land area of the Property is set forth on Exhibit A-1. The Declarant's Share shall constitute the basis for the payment by the Declarant of that percentage of the actual Common Expenses incurred by the Association that is equal to the Declarant's Share. Within thirty (30) days following the sale by the Declarant of any portion of the Property to a Third Party Owner, the Declarant's Share shall be recalculated as provided herein.

In addition, effective thirty (30) days following the date of any such sale of any portion of the Property by the Declarant to a Third Party Owner, the Third Party Owner shall be required to pay a proportionate part of the actual Common Expenses incurred by the Association equal to the land area of the Property purchased by the Third Party Owner from the Declarant as a percentage of the total land area of the Property (the "Third Party Share"). The Third Party Owner shall pay the Third Party Share of the actual Common Expenses incurred by the Association until the creation of Units on the Third Party Owner's Lot, and following the creation of such Units the Third Party Owner's Common Area Percentage Interest shall be calculated as provided in Paragraph 2 above based upon the number of Units that exist on such Third Party Owner's Lot.

4. Recalculation of Declarant's Share Based on Developable Land Area. In the event that an amendment to the Master Plan sets forth the land area of the Property that is developable, as hereinafter defined, the calculation of the Declarant's Share shall be based on the total developable land area owned by the Declarant as a percentage of the total developable land area of the Property, and the Third Party Share shall be based on the total developable land area owned by the Third Party as a percentage of the total developable land area of the Property, both as calculated by the Association. As used herein, "developable land area" shall mean that portion of the Property that can be improved through the construction and installation of roadways, sidewalks, buildings, structures and other improvements, including landscaping. In the event of any such amendment of the Master Plan that sets forth the developable land area of the Property, the Declarant shall record in the Registry an amended Exhibit A-1 that shall set forth the total developable land area of the Property and the total overall developable land area of the Property. The calculation of the Declarant's Share and the Third Party Share based upon total developable land area as set forth therein shall be effective thirty (30) days following the recording of an amended Exhibit A-1 in the Registry and notification thereof to the Association. All of the other provisions set forth in this Exhibit A with respect to the calculation of the Declarant's Share and the Third Party Share of Common Expenses incurred by the Association shall remain as set forth in Paragraph 3, subject only to the potential modification of the Declarant's Share and the Third Party Share based upon developable land area set forth in this Paragraph 4.

EXHIBIT A-1

Projected Total Number of Units Based upon Master Plan

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 20	12	3.74%
Lot 17	33	10.28%
Moser St. Mansions	15	4.67%
Morningside	11	3.43%
Eastview	12	3.74%
Lot 21	8	2.49%
Lot 23	24	7.48%
Lot 25	8	2.49%
E. Village Hill Apts.	8	2.49%
W. Village Hill Apts.	8	2.49%
Moser Townhomes	13	4.05%
Olander Townhomes	7	2.18%
Ford Crossing Townhomes	8	2.49%
Ford Crossing Apts.	6	1.87%
Musante Drive Apts.	4	1.25%
Other Residential	20	6.23%
Subtotal	197	61.37%
Commercial		
Lot 18 Office	27	8.41%
Lot 19 Assisted Living	40	12.46%
Lot 20 Office/Retail	7.5	2.34%
Lot 14	33	10.28%
Coach House	16.5	5.14%
Subtotal	124	38.63%
Total	321	100.00%

North Campus Area by Lot
Based on Subdivision Plans recorded in the Registry

Lot #	Area SF	Area Acres	% of North Campus
13A	2,476,773	56.86	74.39%
14	82,354	1.89	2.47%
17	86,662	1.99	2.60%
18	36,465	0.84	1.10%
19	102,671	2.36	3.08%
20A	17,603	0.40	0.53%
21	24,708	0.57	0.74%
22	24,158	0.55	0.73%
23	38,100	0.87	1.14%
24	105,370	2.42	3.16%
25	9,365	0.22	0.28%
A	29,270	0.67	0.88%
B	30,184	0.69	0.91%
Subdivision Roads	265,661	6.10	7.98%
TOTAL	3,329,344	76.43	100%

EXHIBIT B

**VILLAGE AT HOSPITAL HILL – NORTH ASSOCIATION
ARTICLE V AND VII CERTIFICATE**

HOSPITAL HILL DEVELOPMENT LLC, Declarant under the Village at Hospital Hill--North Declaration of Covenants, Restrictions, Maintenance and Easement Agreement, dated as of October 8, 2004, recorded at the Hampshire Registry of Deeds on October 15, 2004 at Book 8024, Page 246, as amended by Amendment to Declaration of Covenants, Restrictions, Maintenance and Easement Agreement, dated September 22, 2006 and recorded in the Hampshire County Registry of Deeds at Book 9016, Page 215 on January 22, 2007, as further amended by the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated April ____, 2008 and recorded at the Hampshire County Registry of Deeds in Book ____, Page ____, certifies that the proposed improvements for Lot ____ as shown on the plan entitled _____ and recorded in the Hampshire County Registry of Deeds in Book ____, Page ____ are in compliance with Articles V and VII.

1. The monthly fees and dues due the Association have been paid through _____; the monthly assessment is \$ _____.
2. The improvements are in compliance with Article V

VILLAGE AT HOSPITAL HILL –
NORTH ASSOCIATION

HOSPITAL HILL DEVELOPMENT LLC
Declarant

By: _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this ____ day of _____, 2008, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ of Massachusetts Development Finance Agency, acting in its capacity as manager of Hospital Hill Development LLC, a Delaware limited liability corporation.

(official signature and seal of notary)

My commission expires _____

EXHIBIT C

**VILLAGE AT HOSPITAL HILL – NORTH ASSOCIATION
USE RESTRICTIONS AND RULES**

Use Restrictions and Rules

The following requirements and restrictions shall apply to Village at Hospital Hill—North (“Village Hill”) until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article III Section 3 of the Consolidated Restatement and Amendment of the Declaration of Covenants, Conditions and Restrictions for the Village Hill (“the Declaration”). All requirements and restrictions applicable to an “Owner” of a Lot or a Unit shall apply equally to an occupant of any Lot or Unit or any of the Owner’s or occupant’s agents, guests, invitees, employees, servants, licenses, leasees or visitors. In the case of any conflict between these Use Restrictions and Rules and the Declaration, the terms of the Declaration shall control.

The activities at Village Hill shall conform to the following requirements, unless expressly authorized by any Supplementary Declaration recorded by the Declarant, or by the Board subject to such conditions as may be imposed:

1.0 GENERAL

The provisions of this Section 1 apply to all types of property within Village Hill.

1.1 Uses of Lots and Common Areas;

1.1.1 *General Use:* Village Hill shall be used only for residential, commercial, retail, recreational, open space, infrastructure and public purposes as specifically designated in the Deed for the applicable type of Lots and related purposes consistent with the Declaration and any Supplemental Declaration. Such purposes may include an information center and/or a sales office for any real estate broker retained by Declarant or Residential Developer to assist in the sale of property, offices for any property manager retained by the Association, or business offices for Declarant or the Association.

1.1.2 *Compliance with Law or Permits:* All activity shall be in compliance with local, state and federal laws and regulations and the Permits applicable to Village Hill; however, the Board shall have no obligation to take enforcement action in the event of violation.

1.1.3 *No Increase in Insurance:* No activity shall be conducted in or on any Lot, Unit or Common Area which would result in the increase of insurance rates for the insurance required to be maintained by the Association or any District Association on the Common Area or would result in the cancellation of any such insurance.

- 1.1.4 *Noisy, Obnoxious, or Disturbing Activities:* The following activities shall be prohibited: Any activity which (i) emits foul or obnoxious odors outside the Lot; (ii) tend to disturb the peace or threaten the safety of occupants of other Lots; (iii) tend to cause unclean, unhealthy or untidy condition to exist outside of enclosed structures on any Lot; or (iv) may be or become, in the reasonable judgment of the Board, a nuisance to persons using the Common Area or to the Owner or occupant of any other Lot or Unit.

Such restrictions shall include, without limitations, the following: (a) there shall be no use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except (i) alarm devices used exclusively for security and safety purposes; (b) there shall be no use or discharge of firecrackers or other fireworks; (c) no firearms shall be discharged upon property within Village Hill; (d) no open fire shall be lighted or permitted on any Lot within Village Hill except in a contained barbeque unit or fire place or fire pit while attended and in use for cooking purposes; (e) there shall be no on-site storage of gasoline, heating or other fuels, except (i) a reasonable amount of fuel may be stored in each Lot for use in contained barbeque units, emergency purposes and operations of lawn mowers and similar tools or equipment, and the Association and owners of Lots other than Lots in Single Family and Two Family Areas shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment; (f) there shall be no accumulation of rubbish, trash or garbage except between regular garbage pickups and then only in refuse and recycling containers; refuse container may be placed outside no earlier than 5:00 p.m. on the day before a scheduled garbage or trash pickup; (g) no motorized recreational vehicles including snowmobiles and off road dirt bikes or all terrain vehicles (ATV) shall be operated on any Lot including on the Roadway Easement and Open Space/ Conservation Areas; (h) no light emissions onto adjacent Lots beyond emissions permissible under the zoning ordinances for the City of Northampton..

Noise
ordinance

- 1.1.5 *Parking Of Motor Vehicles:* Vehicles owned, operated or within the control of an Owner shall be placed in the garage of such Owner or the driveway of such Owner's Lots, or in a designated parking areas for the Lot. Garages shall be kept closed at all times, except as reasonably required for ingress and egress and for appropriate utilization of the garage by such Owner.

The following activities shall be permitted only in enclosed garages on in areas designated by the Board for such purposes: Parking or storage of commercial vehicles or equipment, mobile homes, recreational vehicles, snowmobiles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles; provided, construction, services and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonable to provide service or to make a delivery to a Lot or the Common Area.

- 1.1.6 *Restriction on Animals:* The raising, breeding or keeping of any animals, livestock or poultry of any kind ("Animals") shall be prohibited, except for the following: (i) the keeping of a maximum of three (3) dogs, cats or other usual and common household pets, which are registered, licensed and inoculated as required by the law, and are not bred or maintained for any commercial purpose, and (ii) the keeping or use of any dog trained to assist persons of impaired sight or hearing.

All Animals permitted to be kept shall be kept under control on a leash when on any portion of Village Hill except within the Lot of the owner of such Animal. It shall be the absolute duty and responsibility of each owner to clean up after such Animals.

However, those Animals which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board's request. If the Animal's owner fails to honor such request, the Board may cause the Animal to be removed.

- 1.1.7 *Restrictions on Use of Water Bodies within Village Hill:* Swimming, boating, fishing, use of personal flotation devices, or other active use of detention ponds, streams or other bodies of water within Village Hill is prohibited.
- 1.1.8 *Capturing Wildlife:* Feeding (except for birds), capturing, trapping or killing of wildlife within Village Hill shall be prohibited, except in circumstances posing an imminent threat to the safety of persons using Village Hill.
- 1.1.9 *Tree Cutting:* No cutting of specimen trees located at Village Hill, as shown on a plan entitled "Specimen Tree Survey, The Village at Hospital Hill, Northampton, Massachusetts" dated 8/25/2003 and prepared by Beals and Thomas, Inc. ("Specimen Tree Plan") and

further detailed in the report entitled "Tree Inventory for the Village at Hospital Hill in Northampton, Massachusetts" dated April 20, 2003 and prepared by Urban Forestry Solutions and Horticultural Technologies, Inc. ("Tree Inventory Report") shall be allowed on any Lot, Common Area or in the Open Space/Conservation Areas except as permitted by the Association in the case of any risk to health, safety, or property or due to substantial damage. No trees shall be removed from any Common Areas except by permission of the Association. Clear-cutting or other denuding activities shall be prohibited. All tree removal shall be selective in nature and conducted in accordance with good forestry practices directed at improving the quality of woodlands. A copy of the Specimen Tree Plan and the Tree Inventory Report is on file with the Association.

1.2 Improvements to Lots:

1.2.1 *Neglect of Exterior Portions of Property:* No structures, equipment, or other items on the exterior portions of the Lot shall be permitted to become rusty, dilapidated or otherwise fall into disrepair, and all property including any improvements or landscaping thereon shall at all times be kept in a clean, safe, and attractive condition.

1.2.2 *Temporary Occupation:* No trailer, mobile home, basement of any incomplete building, tent, truck camper, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence in the residential areas, either temporary or permanent unless in any specific instance such use shall have been authorized by the Grantor. Temporary buildings or structures used during the construction shall be removed immediately after the completion of construction.

1.2.3 *Lawn Sprinkler:* Any Lot Owner who installs any lawn sprinkler systems shall be responsible for the costs of installing the proper backflow protection devices, and shall notify the Department of Public Works (Water Division) to approve standards and construction of backflow prevention.

1.2.4
1.3 Environmental Restrictions:

1.3.1 *Activities Harmful to Environment:* No activities shall be conducted which materially disturb or destroy the vegetation, wetlands or air quality at Village Hill or which result in unreasonable levels of sound or light pollution.

1.3.2 *Dumping*: Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any storm drain, drainage ditch, detention pond, stream, river or pond, or elsewhere within Village Hill shall be prohibited.

1.3.3 *Interference with Drainage Patterns*: After the location and installation of drainage swales, storm sewers or storm drains, there shall be no obstruction or rechanneling of drainage flows, except by the Declarant or the Association; provided, that the exercise of such right by the Declarant or the Association shall not materially diminish the value of or reasonably interfere with the use of any Lot without the Owner's consent.

1.3.4 *Outside Burning*: Outside burning of trash, leaves, debris or other materials shall be prohibited.

2.0 PROVISIONS APPLICABLE TO LOTS AND COMMON AREA

2.1 Improvements to Lots:

2.1.1 *Construction or Alteration of Improvements*: There shall be no constructions, erections, placement or modification of any thing, permanently or temporarily, on the outside portions of any improvement, whether such portion is improved or unimproved, except in strict compliance with the provisions of Articles III and V of the Declaration, and with prior approval of the Association. This shall include, without limitation, structured, above-ground swimming pools; hedges, walls, dog runs, animal pens, or fences of any kind; and satellite dishes and antennas. Any exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind permitted by the Association, if determined necessary by the Association, must be located or, if appropriate, screened from view of the adjacent Lots by approved fence or other approved structure no more than six (6) feet in height. The Declarant and/or the Association shall have the right, but not the obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission and reception of television, radio, satellite, or other signals for the benefit of all or a portion of Village Hill.

2.1.2 *Restriction on Signage*: No sign, poster, billboard, advertising device or display of any kind, including, but not limited to, garage and estate sale signs shall be erected, displayed or maintained anywhere on Village Hill without the approval of the Association.

- 2.1.3 *Landscaping*: Within one hundred eighty (180) days after the later to occur of (i) the sale of a Lot to an Owner (other than a Residential Developer), or (ii) issuance of a Certificate of Occupancy for the building constructed on a Lot, the Owner shall install and thereafter maintain the landscaping on those portions of the front yards of the Lot in a neat and attractive condition. Rear and side yards shall be substantially complete within one (1) year following the date of conveyance of the Lot to the Owner (other than the Residential Developer) and thereafter maintained.

Landscaping” shall include the initial installation of all necessary landscaping and gardening, the proper maintenance of landscaping and the periodic replacement, when necessary, of trees, plants, grass and other vegetation, if any, and fencing originally placed on such Lot by Declarant, Owner or any Residential Developer, which are visible from other Lots or Common Area. In addition, each Owner shall keep free from weeds, debris and other unsightly objects all portions of the yard on its Lot. The foregoing provisions shall not apply to portions of a Lot which are not visible from other Lots or from Common Area. The foregoing provisions also shall not apply to an Owner to the extent that the obligations under the foregoing provisions are assumed by a District Association, in which case the obligations shall apply to the District Association.

No plants or seeds infected with insects or plant diseases shall be brought upon, grown or maintained within Village Hill. No invasive species per listing provided by Massachusetts Department of Agriculture shall be brought upon, grown or maintained within Village Hill.

- 2.1.4 *Removal of Earth*: No loam, peat, gravel, sand, rock, or other mineral resource or natural deposit shall be evacuated or removed from any Lot in such manner as to affect the surface thereof, except in connection with approved construction and landscaping and in accordance with applicable laws.

“

3.0 SUPPLEMENTARY PROVISIONS APPLICABLE TO RESIDENTIAL DWELLINGS

The provisions of this Section 3 apply only to Residential Lots, in addition to the provision of Section 1 and 2 above.

3.1 Subdivision or Leasing of any Residential Dwelling:

3.1.1 *Leasing:* All leasing shall be in writing. The Board may require a minimum lease term of up to six (6) months for any Residential Dwelling, and may vary such requirements from District to District. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by Owner within 10 days after execution of the lease. The Owner shall make available to the lessee copies of the Village Hill Governing Documents. No operating of a timesharing, fraction sharing or similar program whereby the rights to exclusive use of the Lot or Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall be permitted.

For the purposes of the Rules, "leasing" shall mean the regular, exclusive occupancy of a Lot or Unit by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

3.1.2 *Subdivision of Lots:*

No Lot or Lots shall be subdivided or altered to increase the total number of building Lots as shown on the Plan on which single family residential structures may be allowed unless as permitted by further amendment of the Declaration. This restriction does not apply to Lot B, Lot B-1, Lot 13, Parcel 13-A, Lot 14 or the area shown on the Plan as "Phase 2".

3.2 Use of Residential Dwelling:

3.2.1 *No business or trade:* No business or trade shall be conducted in any residential dwelling, except that an Owner residing in a residential dwelling may conduct business activities within the residential dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residential dwelling; (ii) the business activity conforms to all zoning requirements for Village Hill; (iii) the business activity does not involve door to door solicitation of residents of Village Hill or generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Village Hill which is noticeably greater than that which is typical of the Lots in which no business activity is being conducted; and (iv) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners within Village Hill or violate any of the Permits, as may be determined in the sole discretion of the Board.

For the purpose of these Rules, the terms “business” and “trade” shall have their ordinary, generally accepted meanings and shall include any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the providers family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. By way of example, a permitted business or trade could include accountant services, teaching of music, and services by a psychologist.

3.2.2 *Wood and Coal Stoves:* Wood and coal stoves or similar devices shall be permitted only in accordance with applicable law and fire regulations and only upon the prior written approval of the Board. The Board shall as a condition of any such approval require (i) compliance with rules and regulations promulgated by the Board as to the installation, use, maintenance, repair and cleaning of such device and the storage and handling of wood, coal or other fuels therefore, and (ii) the right of the Board to enter any residential dwelling in which such device is installed and to correct any noncompliance with such rules and regulations, all at the sole expense and risk of the Owner of such Lot.

3.3 Keys to Residential Dwelling or Personal Property:

If any key for a residential dwelling or an automobile, truck, or other personal property is entrusted by an Owner of any residential dwelling to the Board or any agent or employee of the Board, the acceptance of the key shall be at the sole risk of such Owner; the Board and such agent or employee shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

3.4 Inapplicability of Certain Rules:

Section 3.2.1 above shall not apply to any activity conducted by Declarant or Residential Developer with respect to its development and sale of Village Hill or its use of any Lots which it owns within Village Hill.



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**Village at Hospital Hill- North
Supplemental Declaration**

This Supplemental Declaration is made as of this 2nd day of November, 2009, by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1 (the "Declaration").

B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.

C. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration, upon the terms and conditions set forth in the Declaration.

D. The Grantor desires to create a District pursuant to this Supplemental Declaration, upon the terms and conditions hereinafter set forth.

In furtherance of the foregoing, the Grantor hereby creates a District with respect to a portion of the Property that is subject to the Declaration upon the terms and conditions hereinafter set forth, as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.

2. Description of Property Subject to Supplemental Declaration. That portion of the Property that shall be subject to this Supplemental Declaration and shall constitute a District established pursuant to the Declaration consists of Lot B-1, as more particularly described in the plan entitled "Village Hill Northampton, Massachusetts Definitive Subdivision Plan", dated March 26, 2007, as revised, prepared by the Berkshire Design Group, Inc., Four Allen Place, Northampton, Massachusetts, recorded in the Hampshire County Registry of Deeds at Plan Book 216, Pages 71 through 96, inclusive (the "Subdivision Plans"). The Subdivision Plans are part of the Plans more particularly described in the Declaration. Lot B-1 (the "First District Property") is hereby designated by the Grantor as a separate District (the "First District"), effective on the Effective Date hereinafter described, upon the terms and conditions set forth in this Supplemental Declaration.

3. Effective Date. The creation of the First District shall be effective (the "Effective Date") upon the submission of the First District Property and all of the buildings, structures and other improvements situated thereon to the provisions of M.G.L. c. 183A through the recording of a Master Deed, By-Laws and any related Rules and Regulations (the "Condominium Documents") that subjects the First District Property to the provisions of M.G.L. c. 183A and creates a Condominium (the "Condominium"), and the Condominium form of ownership with respect to the Units constructed on the First District Property. The creation of the First District shall be effective upon the Effective Date as evidenced by the recording of the Condominium Documents in the Hampshire County Registry of Deeds.

4. First District Subject to Declaration. The First District is being created pursuant to this Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The First District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to the Supplemental Declaration in accordance with the applicable provisions of the Declaration.

5. Powers of Condominium Association. A Condominium Association (the "First District Association") shall be created in connection with the submission of the First District Property to the provisions of M.G.L. c. 183A through the recording of the Condominium Documents in the Hampshire County Registry of Deeds. The First District Association shall represent all of the Units that constitute part of the Condominium (the "Condominium Units"). The First District Association shall be the sole Voting Member for all purposes and all matters requiring any vote of the members of the Association, and the voting power of the First District Association as the sole Voting Member representing all of the Condominium Units that make up the Condominium shall consist of one vote for each such Condominium Unit represented by the First District Association as the sole Voting Member of the Association. All annual assessments, specific assessments and special assessments levied or made by the Association with respect to the Condominium Units shall be payable through the First District Association, which shall assess and collect all such Assessments from the individual Condominium Unit owners as part of the normal and customary operation of the Condominium. Notwithstanding the foregoing, however, the individual Condominium Unit owners shall remain liable to the Association for the payment of any annual assessment, specific assessment or special assessment that is applicable to a particular Condominium Unit even though such assessment is payable through the First District Association as provided herein.

6. Condominium Rules and Regulations. In accordance with the provisions of Article II, Paragraph 3A(7) of the Declaration, the First District Association may adopt supplemental use restrictions and rules applicable to the First District, including the By-Laws of the Condominium and any Rules and Regulations of the Condominium (the "First District Rules and Regulations"). The First District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article II,

Paragraph 3A(7). In the event of any conflict between the provisions of any First District Rules and Regulations and any provision of the Declaration, the provision of the Declaration shall govern.

7. Miscellaneous Provisions.

(a) Authority for Supplemental Declaration. This Supplemental Declaration is being recorded pursuant to Article VII, Paragraph 6A, which permits the Declarant, during the Declarant Control Period, to record any Supplemental Declaration to establish Districts. This Supplemental Declaration is being recorded while the Declarant owns the First District Property, and no consent of any third party is required for this Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Supplemental Declaration shall be effective upon the Effective Date. This Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6A of the Declaration.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

(c) Captions. All captions or titles used in this Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Supplemental Declaration.

(d) Governing Law. This Supplemental Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

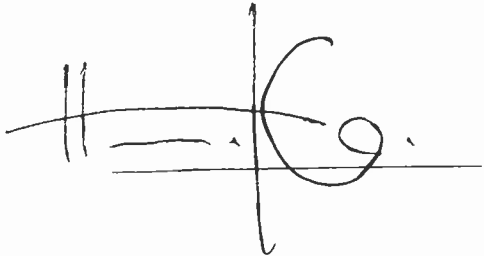
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SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and behalf by Massachusetts Development Finance Agency its Manager, hereto duly authorized this 2nd day of November, 2009.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development
Finance Agency, its Manager

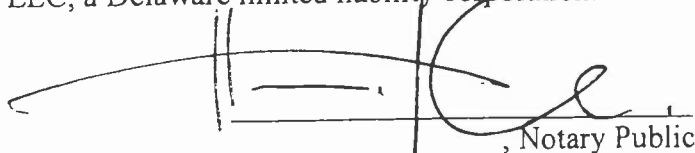


By: Richard Henderson
Name: Richard Henderson
Title: Executive Vice President
Real Estate

COMMONWEALTH OF MASSACHUSETTS

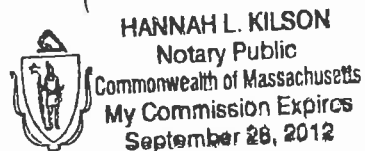
Suffolk, ss.

On this 2nd day of November, 2009, before me, the undersigned notary public, personally appeared Richard Henderson, who proved to me through satisfactory evidence of identification, which was my personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President for Real Estate of Massachusetts Development Finance Agency, acting in its capacity as manager of Hospital Hill Development LLC, a Delaware limited liability corporation.



, Notary Public

My commission expires:



Village at Hospital Hill—North
First Amendment to Second Supplemental Declaration

This First Amendment to Second Supplemental Declaration is made as of this 19th day of November, 2012 by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

- A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271, and Second Supplemental Declaration dated May 21, 2012, and recorded in the Hampshire County Registry of Deeds in Book 10912, Page 26 (collectively, the "Declaration").
- B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.
- C. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration.
- D. The Grantor desires to amend the Second Supplemental Declaration dated May 21, 2012, and recorded in the Hampshire County Registry of Deeds in Book 10912, Page 26 ("Second Supplemental Declaration") as set forth hereinafter.

In furtherance of the foregoing and pursuant to its authority under Article VI and VII of the Declaration, the Grantor hereby amends the Second Supplemental Declaration as follows:

1. **Maintenance of Light Poles and Walkways through Beech Tree Park.** Section 8(c) of the Second Supplemental Declaration is hereby amended, so that as amended it shall read in its entirety as follows:

"The walkways in "Beech Tree Park", as shown on the site plan attached hereto as Exhibit A (the "Site Plan"), and that are adjacent to the southern property line of Lot 1, Lot 2 and Lot 3 and as shown on the Site Plan shall be kept clear of snow and ice ("Walkway Maintenance"). Each owner shall be responsible for the Walkway

Maintenance associated with such owner's respective lot and all costs and expenses related thereto.

Each owner of Lot 1, Lot 2 and Lot 3 shall be responsible for maintaining the Light Pole shown on the Site Plan and located at the southern property line of each Lot in good order and repair so that each such light pole shall be illuminated from dusk to 10:00 pm every night. The cost and expenses of such maintenance shall be the responsibility of each lot owner.

2. Maintenance of Retaining Wall. Section 8 of the Second Supplemental Declaration is hereby amended by adding the following additional subsection

"d. Maintenance Of Common Retaining Wall.

"The retaining wall on the easterly side of Lot 1 as shown on the Site Plan shall be maintained, repaired, replaced and upgraded, as necessary, to keep it in safe, good and usable condition.

"The cost of maintenance of said retaining wall as described in the prior paragraph shall be paid for by the Beechwood Way Homeowners Association, which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of said maintenance and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Wright Builders, Inc., a Massachusetts corporation."

3. Except as set forth herein the Second Supplement shall remain unchanged and in full force and effect. This First Amendment to Second Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this First Amendment to Second Supplemental Declaration shall not affect the validity or enforceability of its remaining provisions.

CONSENT OF LOT OWNER

Pursuant to Section 6(A) of the Declaration, Wright Builders, Inc., as the owner of Lot 1, Lot 2 and Lot 3, as shown on the Plan, hereby consents to the amendment to the provisions of the Second Supplemental Declaration concerning the Second District as set forth in this First Amendment to the Second Supplemental Declaration.

Wright Builders, Inc.

By: _____

Jonathan A. Wright

President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

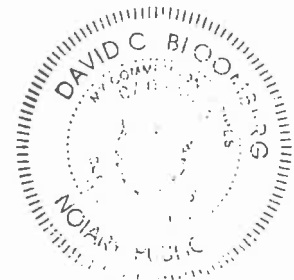
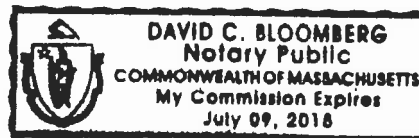
Hampshire, ss.

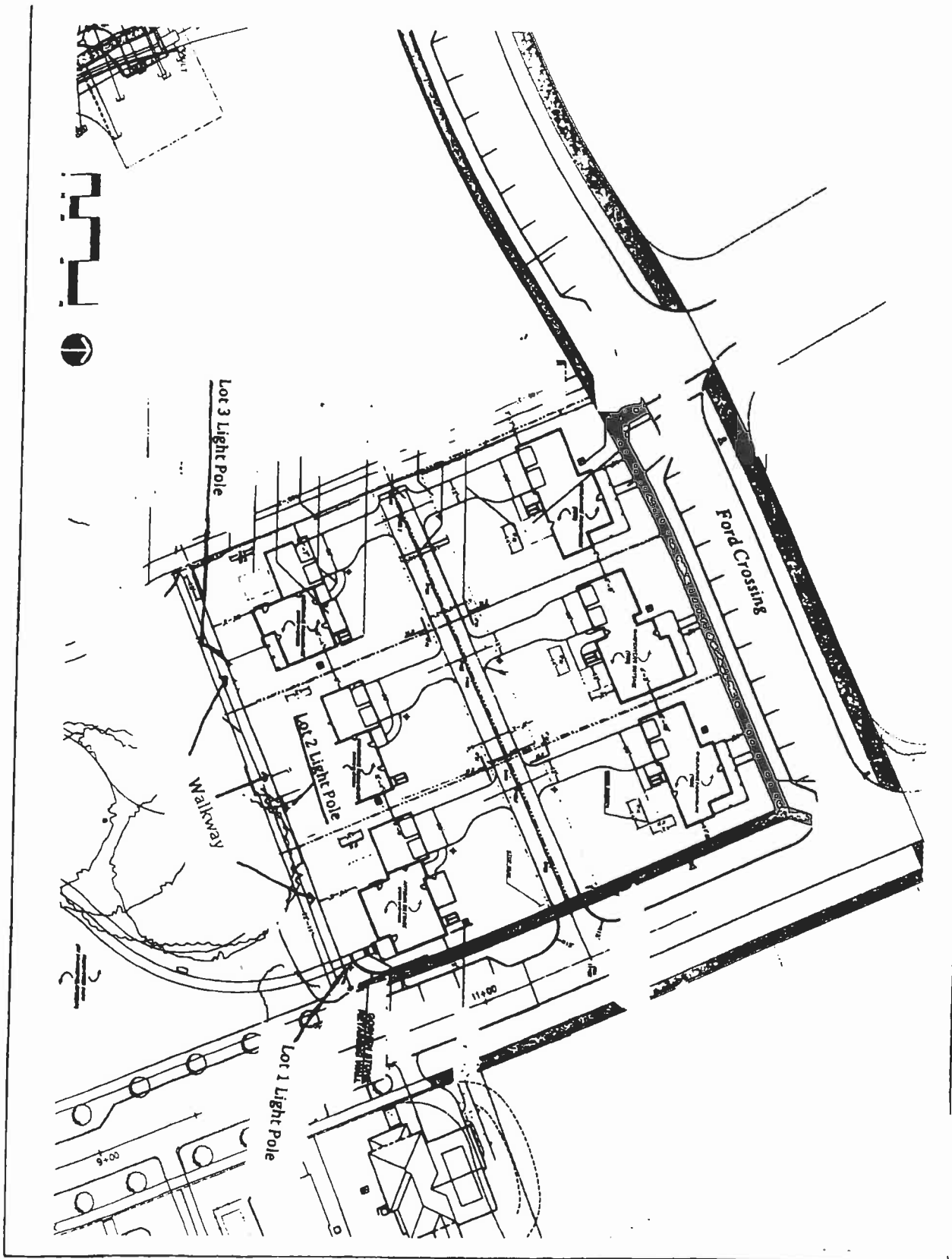
On this 21st day of November, 2012, before me, the undersigned notary public, personally appeared Jonathan A. Wright and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President and Treasurer of Wright Builders, Inc., a Massachusetts corporation.



(official signature and seal of notary)

My commission expires 7/9/2015





<p>The Berthshire Design Group, Inc.</p>	<p>100 Main Street Hampshire, MA 01025 Tel: (413) 582-1234 Fax: (413) 582-1235</p>	<p>Beechwood Hampshire, MA</p>	<p>BY: Patricia A. Plaza of Record Hampshire, MA</p>	<p>Site Plan</p>
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ATTEST: HAMPSHIRE, Patricia A. Plaza REGISTER
PATRICIA A. PLAZA



2012 00011401

Bk: 10912Pg: 26 Page: 1 of 8

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**Village at Hospital Hill—North
Second Supplemental Declaration**

This Second Supplemental Declaration is made as of this 21st day of May, 2012 by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

- A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271 (collectively, the "Declaration").
- B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.
- C. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration.

In furtherance of the foregoing and pursuant to its authority under Article VI and VII of the Declaration, the Grantor hereby creates a District with respect to a portion of the Property that is subject to the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.

2. Description of Property Subject to Second Supplemental Declaration. That portion of the Property that shall be subject to this Second Supplemental Declaration and shall constitute a District established pursuant to the Declaration consists of the following lots situated at the corner of Olander Drive and Ford Crossing, Northampton, Hampshire County, Massachusetts:

"Lot 1," "Lot 2," "Lot 3," "Lot 4," Lot 5," and "Lot 6" (collectively, the "Lots"), shown on a plan ("Plan") entitled "Plan of Land Northampton, MA (Beechwood), Lot Division Plan", prepared by Gale Associates, Inc. and by Sherman & Frydryk, Land Surveying and Engineering dated May 14, 2012, and recorded in the Hampshire County Registry of Deeds at Plan Book 227, Page 36 ("Land"). The Lots (the "Second District Property") are hereby designated by the Grantor as a separate District (the "Second District"), effective on the Effective Date hereinafter described, upon such terms and conditions set forth in this Second Supplemental Declaration.

3. Effective Date. The creation of the Second District shall be effective (the "Effective Date") upon the conveyance of any of the Lots comprising the Second District Property to any person or entity other than the Declarant or Wright Builders, Inc., a Massachusetts corporation, as evidenced by the recording of a deed for such Lot(s) in the Hampshire County Registry of Deeds.
4. Second District Subject to Declaration. The Second District is being created pursuant to this Second Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The Second District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to the Second Supplemental Declaration in accordance with the applicable provisions of the Declaration.
5. Beechwood Way Homeowner's Association. In accordance with Article VII, Paragraph 6 of the Declaration, the Second District shall act through a District Association to be known as the "Beechwood Way Homeowner's Association" and the Beechwood Way Homeowner's Association shall be responsible to maintain its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.

Every person or entity who or which is the record owner of a Lot as shown and described on the Plan referred to hereinabove shall be a member of the Beechwood Way Homeowner's Association. When more than one person or entity is the record owner, then they shall designate one of said owners to act as the member representing said Lot.

6. The members of the Beechwood Way Homeowner's Association shall meet as necessary to accomplish the business of the Beechwood Way Homeowner's Association, as set forth hereafter, but not less than once each year. If a meeting has not taken place within the past year, then any one member may call a meeting upon 14 days written notice of the time and place to the other members.
7. Access Easement over Beechwood Way. Every member of the Beechwood Way Homeowner's Association shall have a perpetual, non-exclusive right of way to pass over, and an easement of use and enjoyment, in common with all other members, in and to Beechwood Way, and such easement shall be appurtenant to and pass with the record title to every Lot.
8. Responsibilities of Beechwood Way Homeowner's Association. The Beechwood Way Homeowner's Association shall be responsible for the following maintenance and repair obligations, and such additional work as either the members of the Beechwood Way Homeowner's Association decide by majority vote to accomplish or the Board designates in accordance with Article VII, Paragraph 6(C).

- a. Maintenance Of Common Roadway.

The common driveway shown on the Plan and to be known as "Beechwood Way" and all of infrastructure in the common driveway, including water mains and curb stops, sewer mains, utility lines, conduits, piping, sleeves, and other utility equipment shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and usable condition and according to the grade as originally constructed. In no event shall Beechwood Way be used or improved for any purpose other than to provide vehicular access and the location of utility lines from Olander Drive to each of the Residential Lots.

The cost of roadway maintenance of Beechwood Way as described in the prior paragraph shall be paid for by the Beechwood Way Homeowners Association which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of roadway maintenance for Beechwood Way and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Wright Builders, Inc., a Massachusetts corporation.

The extent of common area maintenance shall in all cases be governed by the Village Hill Standard which includes compliance with the zoning, bylaws and permitting documents in place regarding the property.

b. Stormwater Runoff And Pollutant Prevention.

All requirements of any Stormwater Management Operation, Maintenance and Inspection Agreement by and between Wright Builders, Inc. and the City of Northampton affecting the Second District that may be recorded shall be complied with by the Beechwood Way Homeowner's Association. The costs of such compliance shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Wright Builders, Inc., a Massachusetts corporation.

The Beechwood Way Homeowner's Association shall submit (or cause to be submitted) an annual report to the Northampton Conservation Commission as required by the permits issued for the Second District. The report shall indicate that the Beechwood Way is graded as designed and that the swales, checkdams and basins, if required, have been cleaned and are in good working order as designed.

c. Maintenance Of Light Poles And Walkways Through Beech Tree Park.

The Light Poles and the walkways in "Beech Tree Park", as shown on the site plan attached hereto as Exhibit A, shall be maintained at all times in good and proper condition, and the said walkways shall be kept clear of snow and ice in the winter and regraded and repaired as necessary to keep them in safe, good, smooth and usable condition and according to the grade as originally constructed.

The cost of the Light Pole and walkway maintenance as described in the prior paragraph shall be paid for by the Beechwood Way Homeowner's Association, which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of Light Pole and walkway maintenance for Beechwood Way and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual

lot owners, including Wright Builders, Inc., a Massachusetts corporation. Notwithstanding the foregoing sentence, prior to the conveyance of all of the Lots to persons other than the Grantor or Wright Builders, Inc., the Grantor shall not be responsible for the cost of Light Pole and walkway maintenance for Beechwood Way. Such costs shall be allocated between individual lot owners and Wright Builders, Inc.

9. Beechwood Way Homeowner's Association Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3(A)(7) of the Declaration, the Beechwood Way Homeowner's Association may adopt supplemental use restrictions and rules applicable to the Second District, including the By-Laws of the Beechwood Way Homeowner's Association and Rules and Regulations of Beechwood Way Homeowner's Association (the "Second District Rules and Regulations".) The Second District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3(A)(7). In the event of any conflict between the provisions of any Second District Rules and Regulations and any provisions of the Declaration the provisions of the Declaration shall govern.

10. Second District Assessments.

The owners of each of the Lots hereby covenant and agree to pay to the Beechwood Way Homeowner's Association 1/6 of the annual assessment each, and special assessments in the same percentages as determined by the Beechwood Way Homeowner's Association to be necessary to accomplish the work stated in Section 8 of this Supplemental Declaration. Said assessments shall commence on November 1, 2013, and shall be payable on the date fixed by the members at that time, notwithstanding whether a member has commenced or completed construction of a dwelling on their parcel by said time. It is hereby stated to be the intention that Beechwood Way shall be maintained regardless of the number of constructed or occupied dwellings, unless the members decide otherwise by unanimous consent.

Notwithstanding the foregoing, prior to the conveyance of all of the Lots to persons other than the Grantor, the Grantor shall not be responsible for the payment of any annual or special assessments for the Second District. Such costs shall be allocated between individual lot owners and Wright Builders, Inc. with each lot owner responsible for 16.67% of such costs and Wright Builders, Inc. for the remainder.

11. Effect Of Nonpayment Of Second District Assessments

If any assessments payable hereunder are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Lot which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain his personal obligation.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Second District Association may bring any action at law against the owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

- 1 ~~2~~. Foreclosure Of Lien For Nonpayment Of Second District Assessments. The lien provided for herein may be enforced, in case of nonpayment for four (4) months from the due date of the assessment, by sale at public auction on the Lot owner's premises, first complying with the statutes relating to the foreclosure of mortgages by power of sale in a Massachusetts form of power of sale mortgage. The recording of an affidavit of such sale together with the Second District Association's deed to the purchaser(s) shall forever bar the delinquent Lot owner and his successors in record title from all right and interest in said Lot, at law or in equity. Similarly, as above, the lien sought to be foreclosed shall include the aforesaid interest and legal costs and attorney's fees incurred as a result of the foreclosure proceedings.

1 ~~3~~. General Provisions.

- a. Authority for Supplemental Declaration. This Supplemental Declaration is being recorded pursuant to Article VI, Paragraph 6(A) of the Declaration which permits the Grantor, as declarant, during the Declarant Control Period, to record any Supplement Declaration to establish districts. This Supplemental Declaration is being recorded while the Declarant owns the Second District Property, and no consent of any third party is required for this Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Supplemental Declaration shall be effective upon the Effective Date. This Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6(A) of the Declaration.

- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Supplemental Declaration.
- d. Ratification of Declaration. Except as specifically amended in this Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- e. Governing Law. This Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Supplemental Declaration shall not affect the validity or enforceability of the remaining provisions of this Supplemental Declaration or the Declaration.

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.
THE SIGNATURE PAGE IS THE NEXT PAGE.]**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this 21st day of May, 2012.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager

John Kimbrell

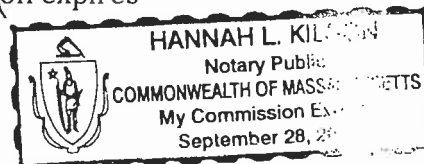
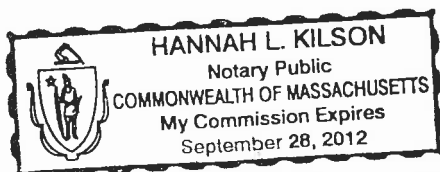
By: *R. Henderson*
Name: Richard Henderson
Title: Executive Vice
President for Real
Estate

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 18th day of May, 2012, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) ~~(she)~~ signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.

[Signature]
(official signature and seal of notary)
My commission expires



ATTEST: HAMPSHIRE, *Patricia A. Plaza* REGISTER
PATRICIA A. PLAZA



2012 00017246

Bk: 10984Pg: 128 Page: 1 of 16

Recorded: 07/24/2012 11:27 AM

Village at Hospital Hill—North Third Supplemental Declaration

This Third Supplemental Declaration is made as of this 20th day of July, 2012 by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

- A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271 and as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Hampshire County Registry of Deeds at ~~Book 10921~~, Page 26 (collectively, the "Declaration")
Book 10912
- B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.
- C. Article VI of the Declaration authorizes the Grantor to amend the Declaration in order to further the development of the Property.
- D. The Planning Board of the City of Northampton approved certain subdivision plans further subdividing a portion of Parcel 13-A and establishing additional roadways on the Property. Declarant intends to record this Third Supplemental Declaration, in part, to subject such roadways to the Declaration.
- E. Exhibit A-1 of the Declaration set forth the projected total number of units based upon the Master Plan. Given certain adjustments to the

- F. Master Plan and subdivision approvals, the Declarant seeks to amend Exhibit A-1 to adjust the projected total number of Units at this time.
- G. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration.

Amendment

In furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Amendment of the Term – “Definitive Subdivision Approval Conditions”. The term “Definitive Subdivision Approval Conditions shall mean the Subdivision Approval Conditions for Village at Hospital Hill Phase I approved by the Decision of the Northampton Planning Board on January 22, 2004, as amended by the Notice of Subdivision Amendment Approval, dated December 12, 2005, as further amended by the Notice of Subdivision Amendment Approval dated August 9, 2007, as further amended by the Notice of Subdivision Amendment Approval dated February 26, 2009 and as it may be further amended from time to time, the Subdivision Approval Conditions for Village Hill (Phase II North Campus) approved by the Decision of the Northampton Planning Board dated July 26, 2007, the Subdivision Approval Conditions (Moser Street Definitive Plan) approved by the Decision of the Northampton Planning Board dated April 23, 2009, as amended by the Notice of Definitive Subdivision Approval – Amendment dated March 22, 2012, and the Subdivision Approval Conditions (Ford Crossing Extension Village Hill Definitive Plan) approved by the Decision of the Planning Board dated February 23, 2012, as amended by the Notice of Definitive Subdivision Approval Amendment (Ford Crossing Extension Village Hill Definitive Plan) dated March 22, 2012.
3. Amendment of the Term – “Plan”. The term “Plan” or “Plans” shall mean the plan entitled THE VILLAGE AT HOSPITAL HILL, PHASE ON DEFINITIVE SUBDIVISION, NORTHAMPTON, MASSACHUSETTS dated November 20, 2003, Revised: January 22, 2004, Revised: February 23, 2004 (Sheets 1-35), Revised April 30, 2004 (Sheet 36) and prepared by Beals and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with Hampshire County Registry of Deeds in Plan Book 202, Page 75, as amended by the plan entitled AMENDMENT TO THE PHASE I DEFINITIVE SUBDIVISION PLAN, THE VILLAGE AT HOSPITAL HILL in NORTHAMPTON, MA (Hampshire County) dated May 27, 2005; Revised: November 8, 2005; Revised January

25, 2006 and prepared by Beal and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with the Hampshire County Registry of Deeds (the "Registry") in Plan Book 210, Page 31, as it may be further revised from time to time showing Lots 13 through 20, Parcels A and B, the plan entitled VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS DEFINITIVE PLAN dated March 26, 2007 and prepared by The Berkshire Design Group, Inc., 4 Allen Place, Northampton, MA 01060 recorded with the Registry in Plan Book 216, Page 71, as it may be further revised from time to time showing Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, and Lots 21 through 25 and Lot B-1, the plan entitled VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS, MOSER STREET DEFINITIVE PLAN dated April 15, 2009 and prepared by Tighe and Bond Consulting Engineers, 53 Southampton Road, Westfield, MA 01085 recorded with the Registry in Plan Book 221, Page 45-64, as it may be further revised from time to time showing Lots A2 through A27, Parcel F, Lot 22 (REV) and Lot 23 and the plan entitled DEFINITIVE SUBDIVISION PLAN OF FORD CROSSING EXTENSION, VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS dated December 8, 2011 with final revisions dated April 13, 2012 and prepared by Gale Associates, Inc., 163 Libbey Parkway, Weymouth, MA 02189 recorded in the Registry at Plan Book 227, Page 8, as it may be further revised from time to time.

4. Amendment of the Term – "Special Permit Decision". The term "Special Permit Decision" shall mean the Decision of the Northampton Planning Board dated September 26, 2002 and recorded in the Hampshire County Registry of Deeds at Book 6835, Page 81, the Amendment to the Special Permit dated August 14, 2003 and recorded in the Registry in Book 8024, Page 249, as amended by the Amendment dated February 19, 2004 in accordance with a settlement agreement dated January 30, 2004 (Land Court No. 292406) and recorded in the Registry at Book 8024, Page 252, the Amendment dated August 6, 2007 and recorded in the Registry at Book 9282, Page 103, and the Amendment dated March 6, 2009 and recorded in the Registry at Book 9957, Page 56, as it may be further amended from time to time.

5. Amendment of Article II – Property Subject to Restrictions.

The Property subject to the Declaration shall be the land in Northampton, Hampshire County, Massachusetts being Lots 13 through 20, Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, Lots 21 through 25, Lot 22(REV), Lot B-1, Lots A2 through A27, Parcel F, and Parcel A (REV).

6. Amendment of Exhibit A – Calculation of Common Area Percentage Interests. The Grantor hereby amends Exhibit A of the Declaration by deleting Exhibit A as attached to the Declaration and substituting the "Revised Exhibit A" attached hereto therefor.

7. Amendment of Exhibit A-1 – Projected Total Number of Units. As provided for in Exhibit A of the Declaration, the Grantor hereby amends Exhibit A-1 to show revised Projected Unit Totals based on the amendment to the Master Plan approved by the City of Northampton Citizens Advisory Committee on March 4, 2009 and hereby deletes Exhibit A-1 as attached to the Declaration and substitutes the “Revised Exhibit A-1” attached hereto therefor.
8. Moser Way District. A portion of the Property whose boundaries comprise the area of land within the boundaries of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19, and A27 and Lot 21 (collectively, the “Lots”), as shown on the plan entitled “Moser Street Definitive Subdivision Plan” prepared by Tighe & Bond Consulting Engineers dated April 15, 2009 and recorded in the Hampshire Registry of Deeds at Plan Book 221, Page 45-64 (the “Moser Street Subdivision Plan”), shall constitute a District established pursuant to the Declaration. The Lots (the “Third District Property”) are hereby designated by the Grantor as a separate District (the “Third District”) effective on the Effective Date hereinafter described, upon such terms and conditions set forth in this Third Supplemental Declaration.
9. Effective Date. The creation of the Third District shall be effective (the “Effective Date”) upon the conveyance of any of the Lots comprising the Third District Property to any person or entity other than the Declarant or Sturbridge Development LLC, a Massachusetts corporation or Village at Hospital Hill II, LCC, a Massachusetts limited liability company, as evidenced by the recording of a deed for such Lot(s) in the Hampshire County Registry of Deeds.
10. Responsibilities of Lot Owners of Third District. The Third District Lot Owners shall be responsible for the following maintenance, repair and replacement obligations, and such additional work as the Board designates in accordance with Article VII, Paragraph 6(C).

- a. Maintenance Of Common Roadway.

The common alleyway shown on the conceptual master plan attached hereto as Exhibit C and to be known as “Moser Way” shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and in usable condition and according to the grade as originally constructed (collectively referred to herein as “Road Maintenance”). In no event shall Moser Way be used or improved for any purpose other than to provide pedestrian and vehicular access to each of the Third District Lots.

The Lot Owner of Lot 21 shall be responsible for the Road Maintenance of the portion of Moser Way located in within Lot 21 and known as the Easement Area E-21-A, as shown on the Moser Street Subdivision Plan, and all costs and expenses related thereto. Such portion of Moser Way shall be referred to herein as "Moser Way South". The Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 shall be responsible for the Road Maintenance of the portion of Moser Way located within Lot A27 and known as Easement Area E-27A on the Moser Street Subdivision Plan and all costs and expenses related thereto. Such portion of Moser Way shall be referred to herein as "Moser Way North".

In accordance with Article VII, §6(C), the Association shall perform the Road Maintenance responsibilities for the Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27, because, in the opinion of the Board, such Road Maintenance would be best provided on a centralized basis as part of the overall maintenance of Common Areas and Common Areas of Responsibility on the Property. The Association shall assess as a Specific Assessment against the Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 for such services and an additional assessment based on the Moser Way North budget set forth on Exhibit B. Such budget shall be in effect until amended by the Association at any annual lot owners meeting. Such funds shall be held in a segregated account separate from the other funds of the Association and shall be known as the "Moser Way North Fund".

By agreement with the Association, the Lot Owner of Lot 21 shall be responsible for the removal of snow and ice in the winter from all of Moser Way. Upon performance of any snow or ice removal, the Lot Owner of Lot 21 shall provide an invoice to the Board of the Association for reimbursement of three-quarters of the cost of such removal. The Association shall pay such cost from the Moser Way North Fund within thirty (30) days of the receipt of such invoice. By agreement with the Association, the Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 may assume responsibility for performing the Road Maintenance for Moser Way North and the assessment and collection of assessments related thereto through a district association comprised of all of the lot owners of the Third District.

The extent of any Road Maintenance shall in all cases be governed by the Village Hill Standard which includes compliance with the zoning, bylaws and permitting documents in place regarding the property.

b. Failure to Perform Road Maintenance

If a Third District Lot Owner fails to perform its Road Maintenance obligations as set forth herein, the Association following thirty (30) days prior written notice (or 24 hour notice in the case of any emergency) may perform, in its sole discretion, such work and all costs associated with the performance of such work shall be payable on demand by the applicable Third District Lot Owner. Such costs shall be considered a Special Assessment under the Declaration and shall bear interest from the date of demand at the rate of twelve percent (12%) per annum. If any assessments payable hereunder are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Third District Lot Owner's Lot which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain such owner's personal obligation.

The Association may bring any action at law against the Third District Lot Owner personally obligated to pay the same or to foreclose the lien against the Third District Lot Owner's Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

11. Access Easement over Moser Way. Every Third District Lot Owner shall have a perpetual, non-exclusive right of way in, over, through and across, and an easement of use and enjoyment, in common with all other Third District Lot Owners, in and to that portion of Moser Way shown as Easement Area E-27 on the Moser Street Subdivision Plan for access to Ford Crossing and Moser Street and access to and egress from Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 and Lot 21, with pedestrian and vehicular access thereto for all purposes for which private residential driveways are commonly used. Each Lot Owner of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 shall have a perpetual, non-exclusive, access easement in, over, through, and across that portion of Moser Way located within Lot 21 and known as the Easement Area E21-A, as shown on the Moser Street Subdivision Plan, for access to Ford Crossing and Moser Street and access to and egress from Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27, with pedestrian and vehicular access thereto for all purposes for which private residential driveways are commonly used. Such access easements shall be appurtenant to and pass with the record title to Lots A3, A5, A7, A9, A11, A13, A15, A17, A19, and A27 and Lot 21.

9. General Provisions.

- a. Authority for Third Supplemental Declaration. This Third Supplemental Declaration is being recorded pursuant to Article VI of the Declaration which permits the Grantor, as declarant, to record amend the Declaration in order to further the development of the Property. No consent of any third party is required for this Third Supplemental Declaration to be effective, except for the consent of the Planning Board of the City of Northampton to the amendment of Article IV of the Declaration and the consent of the owner of Lot 21, Village at Hospital Hill II, LLC concerning the establishment of the Third District and the provisions related thereto.
- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Third Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Third Supplemental Declaration.
- d. Exhibits. Each of the Exhibits attached to this Third Supplemental Declaration shall be made a part of the Declaration for all purposes.
- e. Ratification of Declaration. Except as specifically amended in this Third Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- f. Governing Law. This Third Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Third Supplemental Declaration or the Declaration.

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THE SIGNATURE PAGE IS THE NEXT PAGE.]**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this ____ day of July, 2012.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager

Elaine Cormier

By: Richard C.J. Henderson

Name: Richard C.J. Henderson

Title: Executive Vice

President for Real
Estate

Consent of Village at Hospital Hill II, LLC as
To the creation of the Third District

Village at Hospital Hill II, LLC

By: TCB Village at Hospital Hill II, Inc., its Manager

By: _____

Name:

Title:

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this ____ day of July, 2012.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager

By: _____
Name: Richard C.J. Henderson
Title: Executive Vice
President for Real
Estate

Consent of Village at Hospital Hill II, LLC as
To the creation of the Third District

Village at Hospital Hill II, LLC

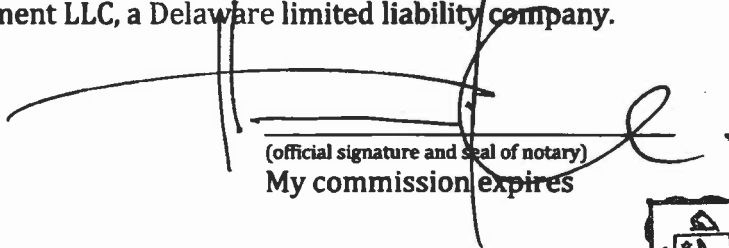
By: TCB Village at Hospital Hill II, Inc., its Manager

By: _____
Name: Karen E. Ketcher
Title: Authorized Agent

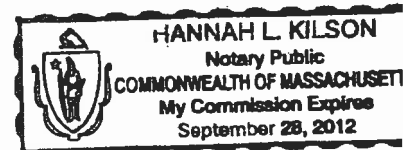
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 18th day of July, 2012, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.


 (official signature and seal of notary)
 My commission expires

COMMONWEALTH OF MASSACHUSETTS



Suffolk, ss.

On this ___ day of _____, 2012, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ for TCB Village at Hospital Hill II, Inc. acting in its capacity as the manager of Village at Hospital Hill II LLC, a Massachusetts limited liability company.

 (official signature and seal of notary)
 My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of July, 2012, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.

 (official signature and seal of notary)

My commission expires

COMMONWEALTH OF MASSACHUSETTS

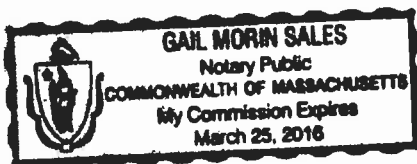
Suffolk, ss.

On this 19 day of July, 2012, before me, the undersigned notary public, personally appeared Karen E. Kelleher proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Authorized Agent for TCB Village at Hospital Hill II, Inc. acting in its capacity as the manager of Village at Hospital Hill II LLC, a Massachusetts limited liability company.

Gail Morin Sales
 (official signature and seal of notary)

My commission expires

3/25/2016



REVISED EXHIBIT A**Calculation of Common Area Percentage Interests**

1. **Introduction.** The Common Area Percentage Interest of each Lot shall initially be calculated in relation to each Lot based upon the total number of Units that are proposed to exist at the Property and shall be finally established based upon the total number of Units that actually exist at the Property following the complete development of the Property. The total number of Units that are proposed to exist with respect to the Property have been calculated in accordance with the applicable provisions of the Master Plan (the "Proposed Unit Totals"). The Proposed Unit Totals are more particularly described on Exhibit A-1, which is attached hereto and made a part hereof. The Proposed Unit Totals are subject to change based upon changes in the Master Plan and/or changes in the overall development concept with respect to the Property, and the final total of Units that exist with respect to the Property may be greater than or less than the Proposed Unit Totals shown on Exhibit A-1.
2. **Calculation of Common Area Percentage Interests.** The Common Area Percentage Interests applicable to each Lot shall be calculated initially by the Association as of the date of recording of this Declaration with respect to each Lot owned by a party other than the Declarant (a "Third Party Lot") based upon the number of Units that exist or are projected to exist at each such Third Party Lot as a percentage of the total of the Projected Unit Totals of three hundred twenty-nine (329) units shown on Exhibit A-1. The Common Area Percentage Interests calculated in such manner shall form the basis for the payment by the Owners of Third Party Lots of Common Expenses assessed by the Association.
3. **Payment of Common Expenses by Declarant.** The Declarant shall pay its proportionate share of the actual Common Expenses based on the number of Units associated with the developable land owned by the Declarant.

REVISED EXHIBIT A-1

Projected Total Number of Units Based upon Master Plan

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 20	12	3.65%
Lot 17	33	10.03%
Moser St. Bungalows	24	7.29%
Morningside	11	3.34%
Eastview	11	3.34%
Lot 21	8	2.43%
Lot 23	24	7.29%
Lot 25	8	2.43%
E. Village Hill Apts.	8	2.43%
W. Village Hill Apts.	8	2.43%
Moser Townhomes	13	3.95%
Olander Townhomes	7	2.14%
Ford Crossing Townhomes	8	2.43%
Ford Crossing Apts.	6	1.83%
Musante Drive Apts.	4	1.22%
Beechwood	6	1.82%
Other Residential	14	4.26%
Subtotal	205	62.31%
Commercial		
Lot 18 Office	27	8.21%
Lot 19 Assisted Living	40	12.16%
Lot 20 Office/Retail	7.5	2.28%
Lot 14	33	10.03%
Coach House	16.5	5.01%
Subtotal	124	37.69%
Total	329	100.00%

EXHIBIT B**Moser Way North
Road Maintenance Budget**

Assessment for 2012 for 11 Moser Way Lots	3,000.00
Total Assessment	3,000.00

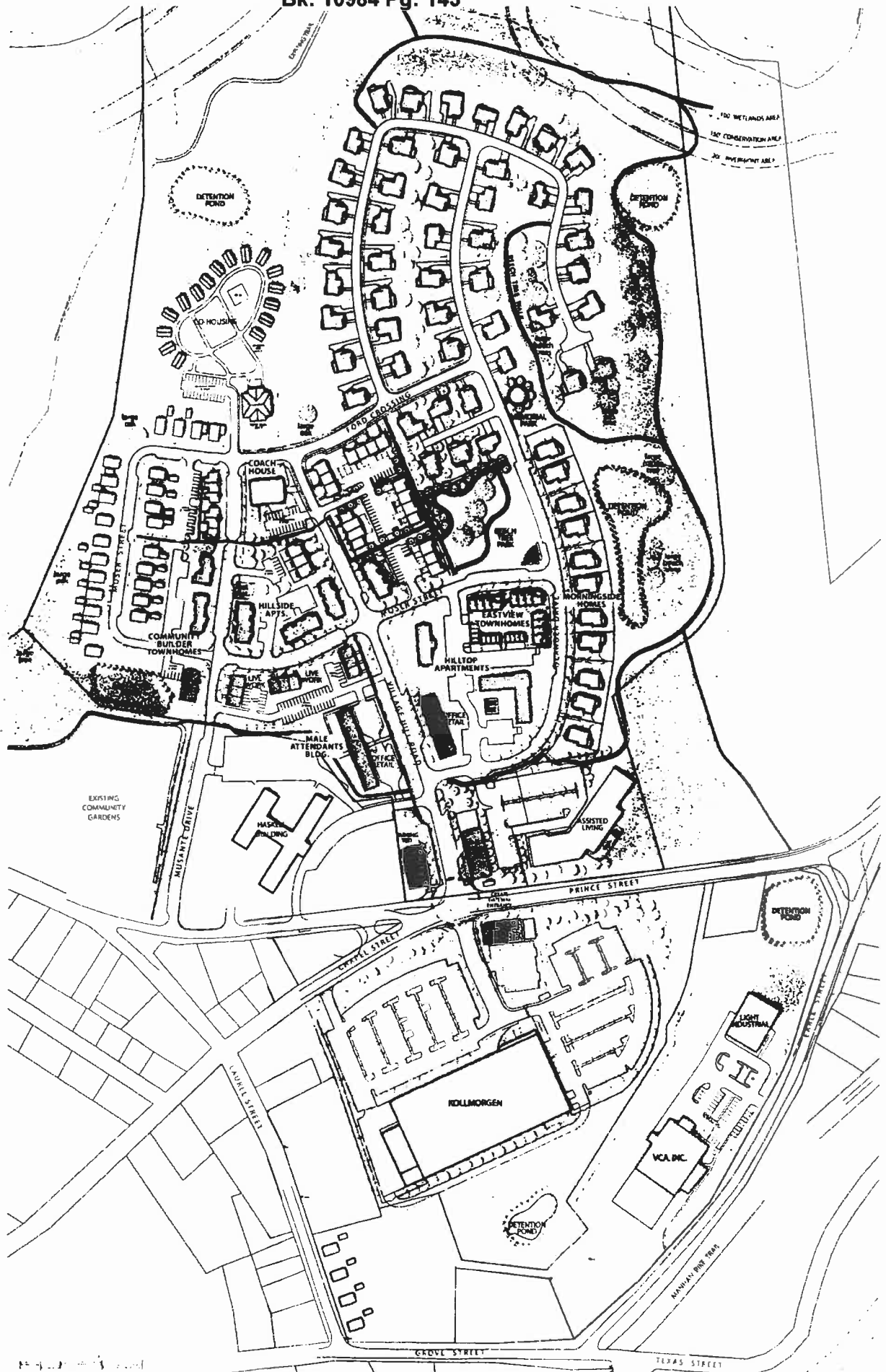
<u>Expenses for 2012</u>	
1 Snow Removal Expense	1,500.00
2 Parking Lot Replacement reserve	1,500.00
Total Expenses	3,000.00

Net Income	0.00
Loss	0.00

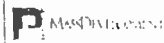
Lot #	Owner	Percentage	Annual Fee	Monthly Fee
A3	Mass Development	7.7%	231.00	19.25
A5	Mass Development	7.7%	231.00	19.25
A7	Mass Development	7.7%	231.00	19.25
A9	Mass Development	7.7%	231.00	19.25
A11	Mass Development	7.7%	231.00	19.25
A13	Mass Development	7.7%	231.00	19.25
A15	Mass Development	7.7%	231.00	19.25
A17	Mass Development	7.7%	231.00	19.25
A19	Mass Development	7.7%	231.00	19.25
A27	Mass Development	30.7%	921.00	76.75
		100.00%	3,000.00	250.00

EXHIBIT C

Conceptual Master Plan



ATTEST: HAMPSHIRE, *Patricia A. Plaza* REGISTER
 PATRICIA A. FLAZA





2013 00026612

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Village at Hospital Hill—North Fourth Supplemental Declaration

This Fourth Supplemental Declaration is made as of this 24th day of October, 2013 by HOSPITAL HILL DEVELOPMENT LLC, a Delaware limited liability company, having a principal address of 99 High Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271, as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Hampshire County Registry of Deeds at Book 10912, Page 26 and as further amended by the Third Supplemental Declaration dated as of July 20, 2012 and recorded in the Hampshire County Registry of Deeds at Book 10984, Page 128 (collectively, the "Declaration")

B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.

C. Article VI of the Declaration authorizes the Grantor to amend the Declaration in order to further the development of the Property.

D. Exhibit A-1 of the Declaration set forth the projected total number of units based upon the Master Plan. The Declarant seeks to amend Exhibit A-1 to reflect revised common area percentage interests based on the number of Units to be constructed on certain portions of the Property.

E. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration

In furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Amendment of Exhibit A-1 – Projected Total Number of Units. As provided for in Exhibit A of the Declaration, the Grantor hereby amends Exhibit A-1 to show revised Projected Unit Totals based on the amendment to the Master Plan approved by the City of Northampton Citizens Advisory Committee on March 7, 2012 and hereby deletes Exhibit A-1 as attached to the Declaration and substitutes the “Revised Exhibit A-1” attached hereto therefor.
3. Fourth District. A portion of the Property whose boundaries comprise the area of land within the boundaries of Lots 22C, 24C, 24D and 24E (collectively, the “Lots”), as shown on the plan entitled “Plan of Land, Northampton, MA , Upper Ridge, Lot Division Plan, prepared by Gale Associates, Inc. and Sherman & Frydryk Land Surveying and Engineering dated October 16, 2013 and recorded in the Hampshire County Registry of Deeds at Plan Book 230, Page 112 (the “Upper Ridge ANR Plan”), shall constitute a District established pursuant to the Declaration. The Lots (the “Fourth District Property”) are hereby designated by the Grantor as a separate District (the “Fourth District”) effective on the Effective Date hereinafter described, upon such terms and conditions as set forth in this Fourth Supplemental Declaration.
4. Effective Date. The creation of the Fourth District shall be effective (the “Effective Date”) upon the submission of any portion of the Fourth District Property and all of the buildings, structures and other improvements situated thereon to the provisions of M.G.L. c. 183A through the recording of a Master Deed, By-Laws and any related Rules and Regulations (the “Condominium Documents”) that subjects any portion of the Fourth District Property to the provisions of M.G.L. c. 183A and creates a condominium (the “Condominium”), and the Condominium form of ownership with respect to the Units constructed on the Fourth District Property. The creation of the Fourth District Property shall be effective upon the recording of the Condominium Documents in the Hampshire County Registry of Deeds.
5. Fourth District Subject to Declaration. The Fourth District is being created pursuant to this Fourth Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts.

The Fourth District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to this Fourth Supplemental Declaration in accordance with the applicable provisions of the Declaration.

6. Powers of Condominium Association. A Condominium Association (the "Fourth District Association") shall be created in connection with the submission of the Fourth District Property to the provisions of M.G.L. c. 183A through the recording of the Condominium Documents in the Hampshire County Registry of Deeds. The Fourth District Association shall also be known as "The Upper Ridge Condominium Association". The Fourth District Association shall represent all of the Units that constitute the part of the Condominium (the "Condominium Units"). The Fourth District Association shall be the sole Voting Member for all purposes and all matters requiring any vote of the members of the Association, and the voting power of the Fourth District Association as the sole Voting Member representing all of the Condominium Units that makeup the Condominium shall consist of one vote for each such Condominium Unit represented by the Fourth District Association as the sole Voting member of the Association. All annual assessments, specific assessments and special assessments levied or made by the Association with respect to the Condominium Units shall be payable through the Fourth District Association, which shall assess and collect all such Assessments from the individual Condominium Unit owners as part of the normal and customary operation of the Condominium. Notwithstanding the foregoing, however, the individual Condominium Unit owners shall remain liable to the Association for the payment of any annual assessment, specific assessment or special assessment that is applicable to a particular Condominium Unit even though such assessment is payable through the Fourth District Association as provided herein.. The Fourth District Association shall be responsible to maintain its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.
7. Condominium Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3A(7) of the Declaration, the Fourth District Association may adopt supplemental use restrictions and rules applicable to the Fourth District, including the By-Laws of the Condominium and any Rules and Regulations of the Condominium (the "Fourth District Rules and Regulations"). The Fourth District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3A(7). In the event of any conflict between the provisions of any Fourth District Rules and Regulations and any provision of the Declaration, the provision of the Declaration shall govern.

8. Responsibilities of Lot Owners of Fourth District. The Fourth District Association shall be responsible for the following maintenance, repair and replacement obligations, and such additional work as the Board designates in accordance with Article VII, Paragraph 6(C).

a. Maintenance Of Common Driveway.

The common driveway shown on the Upper Ridge ANR Plan as "20' Driveway Access Easement" shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and in usable condition and according to the grade as originally constructed (collectively referred to herein as "Driveway Maintenance"). In no event shall the common driveway be used or improved for any purpose other than to provide pedestrian and vehicular access to Lots 24C, 24D and 24E and the owner and occupants of the adjacent parcel shown as "Lot 25" on the Upper Ridge ANR Plan.

The extent of any Road Maintenance shall in all cases be governed by the Village Hill Standard, which includes compliance with the zoning, bylaws and permitting documents in place regarding the property.

b. Stormwater Runoff And Pollutant Prevention.

All requirements of any Stormwater Management Operation, Maintenance and Inspection Agreement by and between Wright Builders, Inc. and the City of Northampton affecting the Fourth District that may be recorded shall be complied with by the Fourth District Association. The unit owners of the Fourth District Association shall share equally the cost of such compliance. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a unit owner of the Condominium. Such costs shall be allocated between individual unit owners of the Condominium, including Wright Builders, Inc., a Massachusetts corporation.

The Fourth District Association shall submit (or cause to be submitted) an annual report to the Northampton Conservation Commission as required by the permits issued for the Fourth District. The report shall indicate that the common driveway is graded as designed and that the swales, checkdams and basins, if required, have been cleaned and are in good working order as designed.

c. Maintenance of Landscape Area

The Fourth District Association shall be responsible, at its sole cost and expense, for maintaining the landscaped area located within Lot 24A bounded by Lots 24E and 24D to the west, Lot 24D to the north, the north/south pedestrian walkway located in Lot 24A to the east, and Moser Street to the south (the "Landscaped Area") in good order and properly planted. The Fourth District Association shall carefully preserve the trees, bushes, shrubs and other plantings planted therein and replace such trees, bushes shrubs and plants as may die or require replacing, with comparable plantings, and shall maintain the stone crushed pathways within the landscaped area in good condition and repair.

d. Failure to Perform Maintenance

If Fourth District Association fails to perform any of its maintenance obligations as set forth herein, the Association following thirty (30) days prior written notice (or 24 hour notice in the case of any emergency) may perform, in its sole discretion, such work and all costs associated with the performance of such work shall be payable on demand by the Fourth District Association. Such costs shall be considered a Special Assessment under the Declaration and shall bear interest from the date of demand at the rate of twelve percent (12%) per annum. If any assessments payable hereunder are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Fourth District Condominium Units which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain such owner's personal obligation.

The Association may bring any action at law against the Fourth District Condominium Unit owners personally obligated to pay the same or to foreclose the lien against the Fourth District Condominium Unit owners', and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action.

9. General Provisions.

- a. Authority for Fourth Supplemental Declaration. This Fourth Supplemental Declaration is being recorded pursuant to Article VI of the Declaration which permits the Grantor, as declarant, to amend the

Declaration in order to further the development of the Property. No consent of any third party is required for this Fourth Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Fourth Supplemental Declaration shall be effective upon the Effective Date. This Fourth Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6A of the Declaration.

- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Fourth Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Fourth Supplemental Declaration.
- d. Exhibits. Each of the Exhibits attached to this Fourth Supplemental Declaration shall be made a part of the Declaration for all purposes.
- e. Ratification of Declaration. Except as specifically amended in this Fourth Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- f. Governing Law. This Fourth Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Fourth Supplemental Declaration or the Declaration.

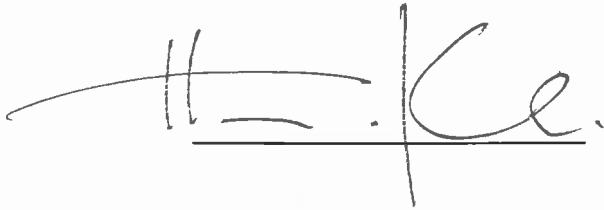
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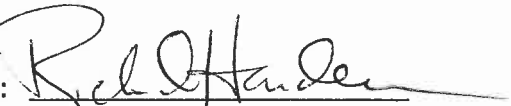
IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this 24th day of October, 2013.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager



By: 

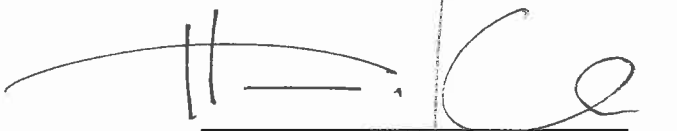
Name: Richard C.J. Henderson

Title: Executive Vice
President for Real
Estate

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 21st day of October, 2013, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.



(official signature and seal of notary)

My commission expires

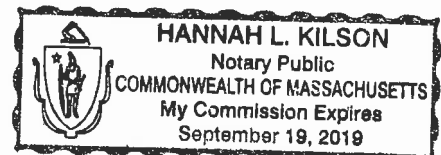
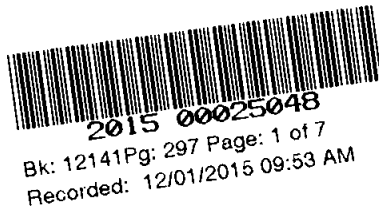


EXHIBIT A-1**REVISED EXHIBIT A-1****Projected Total Number of Units Based upon Master Plan**

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 20	8	2.43%
Lot 17	33	10.03%
Moser St. Bungalows	24	7.29%
Morningside	11	3.34%
Eastview	11	3.34%
Lot 21	8	2.43%
Lot 23	24	7.29%
Lot 25	8	2.43%
E. Village Hill Apts.	6	1.83%
W. Village Hill Apts.	6	1.83%
Ford Crossing Townhomes	16	4.86%
Ford Crossing Apts.	6	1.83%
Musante Drive Apts.	4	1.22%
Beechwood	6	1.82%
Other Residential	34	10.34%
Subtotal	205	62.31%
Commercial		
Lot 18 Office	27	8.21%
Lot 19 Assisted Living	40	12.16%
Lot 20 Office/Retail	7.5	2.28%
Lot 14	33	10.03%
Coach House	16.5	5.01%
Subtotal	124	37.69%
Total	329	100.00%

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER
 MARY OLBERDING



**Village at Hospital Hill—North
Fifth Supplemental Declaration**

This Fifth Supplemental Declaration is made as of this 24th day of November, 2015 by HOSPITAL HILL DEVELOPMENT LLC, a Delaware limited liability company, having a principal address of 99 High Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds (the "Registry") at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Registry at Book 10019, Page 271, as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Registry at Book 10912, Page 26, as further amended by the Third Supplemental Declaration dated as of July 20, 2012 and recorded in the Registry at Book 10984, Page 128, and as further amended by the Fourth Supplemental Declaration dated as of October 24, 2013 and recorded in the Registry at Book 11503, Page 113 (collectively, the "Declaration")

B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.

C. Article VI of the Declaration authorizes the Grantor to amend the Declaration in order to further the development of the Property.

D. Exhibit A-1 of the Declaration set forth the projected total number of units based upon the Master Plan. The Declarant seeks to amend Exhibit A-1 to reflect revised common area percentage interests based on the number of Units to be constructed on certain portions of the Property.

In furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Amendment of Exhibit A-1 – Projected Total Number of Units. As provided for in Exhibit A of the Declaration, the Grantor hereby amends Exhibit A-1 to show revised Projected Unit Totals based on the amendment to the Master Plan approved by the City of Northampton Citizens Advisory Committee on March 7, 2012 and hereby deletes Exhibit A-1 as attached to the Declaration and substitutes the “Revised Exhibit A-1” attached hereto therefor.
3. Fifth District. A portion of the Property whose boundaries comprise the area of land within the boundaries of Lots A27-A, A27-B and A27-C (collectively, the “Lots”), as shown on the plan entitled “Plan of Land, Northampton, MA , Lot Division Plan, prepared by Gale Associates, Inc. and Sherman & Frydryk Land Surveying and Engineering dated October 16, 2013 and recorded in the Registry at Plan Book 230, Page 112 (the “Plan”), shall constitute a District established pursuant to the Declaration. The Lots (the “Fifth District Property”) are hereby designated by the Grantor as a separate District (the “Fifth District”) effective on the Effective Date hereinafter described, upon such terms and conditions as set forth in this Fifth Supplemental Declaration.
4. Effective Date. The creation of the Fifth District shall be effective (the “Effective Date”) upon the submission of any portion of the Fifth District Property and all of the buildings, structures and other improvements situated thereon to the provisions of M.G.L. c. 183A through the recording of a Master Deed, By-Laws and any related Rules and Regulations (the “Condominium Documents”) that subjects any portion of the Fifth District Property to the provisions of M.G.L. c. 183A and creates a condominium (the “Condominium”), and the Condominium form of ownership with respect to the Units constructed on the Fifth District Property. The creation of the Fifth District Property shall be effective upon the recording of the Condominium Documents in the Registry.
5. Fifth District Subject to Declaration. The Fifth District is being created pursuant to this Fifth Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The Fifth District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to this Fifth Supplemental Declaration in accordance with the applicable provisions of the Declaration.

6. Powers of Condominium Association. A Condominium Association (the "Fifth District Association") shall be created in connection with the submission of the Fifth District Property to the provisions of M.G.L. c. 183A through the recording of the Condominium Documents in the Registry. The Fifth District Association shall also be known as "The Westview Condominium Association". The Fifth District Association shall represent all of the Units that constitute the part of the Condominium (the "Condominium Units"). The Fifth District Association shall be the sole Voting Member for all purposes and all matters requiring any vote of the members of the Association, and the voting power of the Fifth District Association as the sole Voting Member representing all of the Condominium Units that makeup the Condominium shall consist of one vote for each such Condominium Unit represented by the Fifth District Association as the sole Voting member of the Association. All annual assessments, specific assessments and special assessments levied or made by the Association with respect to the Condominium Units shall be payable through the Fifth District Association, which shall assess and collect all such Assessments from the individual Condominium Unit owners as part of the normal and customary operation of the Condominium. Notwithstanding the foregoing, however, the individual Condominium Unit owners shall remain liable to the Association for the payment of any annual assessment, specific assessment or special assessment that is applicable to a particular Condominium Unit even though such assessment is payable through the Fifth District Association as provided herein.. The Fifth District Association shall be responsible to maintain its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.
7. Condominium Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3A(7) of the Declaration, the Fifth District Association may adopt supplemental use restrictions and rules applicable to the Fifth District, including the By-Laws of the Condominium and any Rules and Regulations of the Condominium (the "Fifth District Rules and Regulations"). The Fifth District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3A(7). In the event of any conflict between the provisions of any Fifth District Rules and Regulations and any provision of the Declaration, the provision of the Declaration shall govern.
8. General Provisions.
 - a. Authority for Fifth Supplemental Declaration. This Fifth Supplemental Declaration is being recorded pursuant to Article VI of the Declaration which permits the Grantor, as declarant, to amend the Declaration in order to further the development of the Property. No consent of any third party is required for this Fifth Supplemental Declaration to be effective except for the consent of Kent Peco & Sons Construction,

Inc. regarding the creation of the Fifth District. In accordance with the provisions of Article VII, Paragraph 6A, this Fifth Supplemental Declaration shall be effective upon the Effective Date. This Fifth Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6A of the Declaration.

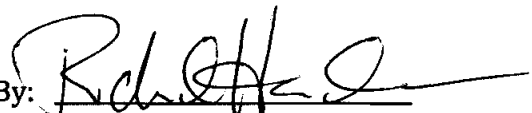
- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Fifth Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Fifth Supplemental Declaration.
- d. Exhibits. Each of the Exhibits attached to this Fifth Supplemental Declaration shall be made a part of the Declaration for all purposes.
- e. Ratification of Declaration. Except as specifically amended in this Fifth Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- f. Governing Law. This Fifth Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Fifth Supplemental Declaration or the Declaration.

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.
THE SIGNATURE PAGE IS THE NEXT PAGE.]**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this 26th day of October, 2015.

HOSPITAL HILL DEVELOPMENT LLC

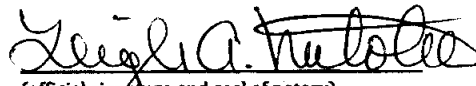
By: Massachusetts Development Finance
Agency, its Manager

By: 
Name: Richard C.J. Henderson
Title: Executive Vice
President for Real
Estate

COMMONWEALTH OF MASSACHUSETTS


Suffolk, ss.

On this 26th day of October, 2015, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) ~~(she)~~ signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.


(official signature and seal of notary)
My commission expires **DEBRA A. NATOLA**
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 1, 2021

CONSENT AS TO CREATION OF THE FIFTH DISTRICT.

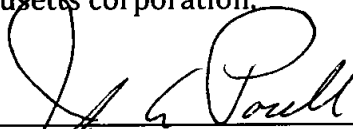
KENT PECOY & SONS
CONSTRUCTION, INC., a Massachusetts
corporation

By: 
Name: Kent W. Pecoy
Title: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 24th day of November, 2015, before me, the undersigned notary public, personally appeared Kent Pecoy, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as President and Treasurer of Kent Pecoy & Sons Construction, Inc., a Massachusetts corporation.


(official signature and seal of notary)
My commission expires 8/25/17



Joseph A. Pacella
Notary Public
Commonwealth of Massachusetts
My Commission Expires 8/25/2017

EXHIBIT A-1

REVISED EXHIBIT A-1

Projected Total Number Of Units Based Upon Master Plan

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 17	33	10.03%
Moser St. Bungalows	24	7.29%
Morningside	11	3.34%
Eastview	11	3.34%
Lot 21	8	2.43%
Lot 23	24	7.29%
Lot 25	8	2.43%
Lot 22C	8	2.43%
Lot 24E	4	1.22%
Lot 24D	10	3.04%
Lot 24C	6	1.82%
Beechwood	6	1.82%
Lot A22	2	0.61%
Lot A27	6	1.82%
Other Residential	74	22.49%
Subtotal	235	71.40%
Commercial		
Lot 18 Office	27	8.21%
Lot 19	30	9.12%
Assisted Living Lot	28	8.51%
Coach House	9	2.74%
Subtotal	94	28.58%
Total	329	100.00%

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER
 MARY OLBERDING



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SIXTH SUPPLEMENTAL DECLARATION

This Sixth Supplemental Declaration is made as of this 13th day of September, 2016 by HOSPITAL HILL DEVELOPMENT LLC, a Massachusetts limited liability company, having a principal address c/o Massachusetts Development Finance Agency, 99 High Street, Boston, Massachusetts 02110, hereinafter referred to as the "Grantor".

RECITALS

WHEREAS, Grantor is the owner of the land in Northampton, Hampshire County, Massachusetts (the "Northview Property") shown as Lots 1-18 Village Hill Circle; Lots 19-21 Ford Crossing; and Open Space on a plan of land entitled "VILLAGE HILL NORTHVIEW LOT, Village Hill, Northampton, MA DEFINITIVE & NOI PLANS" drawn and prepared by Fuss & O'Neill and Sherman & Frydryk, LLC dated August 18, 2016 (the "Plan") and recorded in Plan Book 237 Pages 78 through and including 110 in the Hampshire Registry of Deeds (the "Registry"); and

WHEREAS, Kent Pecoy & Sons Construction, Inc., a Massachusetts corporation, having a principal address of 215 Baldwin Street, West Springfield, MA 01089 ("Pecoy"), is a party to a certain Residential Land Disposition Agreement with Grantor dated October 29, 2015, as amended (the "Original Disposition Agreement") for the purchase and development of the Northview Property for the construction and development of a 21 single-family units development (the "Project") Each dwelling unit, shall be referred to herein as a "Unit"; and

WHEREAS, Pecoy has assigned the Original Disposition Agreement to Sturbridge Development, LLC, a Massachusetts limited liability company, having a principal address of 215 Baldwin Street, West Springfield, MA 01089 ("Sturbridge") pursuant to an Assignment and Assumption of Residential Land Disposition Agreement dated of even date herewith (collectively, with the Original Disposition Agreement, the "Disposition Agreement"), which intends to purchase all of the Northview Property on or about the date hereof; and

WHEREAS, the Northview Property is subject to certain covenants, restrictions, maintenance and easement agreements pursuant to that certain Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Registry at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in

the Registry at Book 10019, Page 271, as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Registry at Book 10912, Page 26, as further amended by the Third Supplemental Declaration dated as of July 20, 2012 and recorded in the Registry at Book 10984, Page 128, as further amended by the Fourth Supplemental Declaration dated as of October 24, 2013 and recorded in the Registry at Book 11503, Page 113, and as further amended by the Fifth Supplemental Declaration dated as of November 24, 2015 and recorded in the Registry at Book 12141, Page 297 (collectively, the "Declaration") affecting all of the property known as the North Campus; and

WHEREAS, Article VI of the Declaration authorizes Hospital Hill Development LLC, as Declarant under the Declaration, to amend the Declaration in order to further the development of the North Campus; and

WHEREAS, pursuant to a definitive subdivision approval of the City of Northampton dated May 18, 2016 recorded in the Registry at Book 12402, Page 55 (the "Subdivision Approval") certain conditions are to be imposed on portions of the Northview Property, including but not limited to requirements for the maintenance of the proposed roadway, sidewalks and stormwater management facilities shown on the Plan; and

WHEREAS, Declarant intends to record this Sixth Supplemental Declaration to further amend the Declaration to create a Sixth District, to be known as the Northview District, for the purpose of establishing certain covenants and conditions applicable only to the Northview District as required by the Subdivision Approval and to allow for the creation of a District Association comprised of all of the owners of the Units comprising the Northview District in order to ensure the performance of certain roadway, sidewalks and stormwater facility maintenance and repair obligations as set forth in the Subdivision Approval; and

WHEREAS, Hospital Hill Development LLC and Sturbridge desire to subject the Northview Property to this Sixth Supplemental Declaration for the purpose of providing for ongoing maintenance and repair as provided herein and to comply with the conditions of the Subdivision Approval.

NOW, THEREFORE, in furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Description of Property Subject to Sixth Supplemental Declaration. That portion of the Property that shall be subject to this Sixth Supplemental Declaration and shall constitute a District established pursuant to the Declaration consists of the land in NORTHAMPTON, Hampshire County, Massachusetts shown as Lots 1-18 Village Hill Circle and Lot 19 Ford Crossing and Open Space (collectively, the "Lots") on a plan of land (the "Plan") entitled "VILLAGE HILL NORTHVIEW LOT, Village Hill, Northampton, MA DEFINITIVE & NOI PLANS" drawn and prepared by Fuss & O'Neill and Sherman and Frydryk, LLC dated August 18, 2016 and recorded in Plan Book 237, Pages 78 through and including 110 (the "Land"). The Lots (the "Sixth District Property") are hereby designated by the Grantor as a separate District (the "Sixth District"), effective on the Effective Date hereinafter described, upon such terms and conditions set forth in this Sixth Supplemental Declaration.
3. Effective Date. The creation of the Sixth District shall be effective (the "Effective Date") upon the conveyance of any of the Lots comprising the Sixth District Property to any person or entity other than the Declarant or Sturbridge, as evidenced by the recording of a deed for any such Lot(s) in the Registry.
4. Sixth District Subject to Declaration. The Sixth District is being created pursuant to this Sixth Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The Sixth District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to this Sixth Supplemental Declaration in accordance with the applicable provisions of the Declaration.
5. Northview Homeowners' Association. In accordance with Article VII, Paragraph 6 of the Declaration, the Sixth District shall act through a District Association to be known as the "Northview Homeowners' Association" and the Northview Homeowners' Association shall be responsible for maintaining its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.
 - a. Every person or entity who or which is the record owner of a Lot or a Unit in the Sixth District shall be a member of the Northview Homeowners' Association. When more than one person or entity holds an ownership interest in any Lot or Unit, then they shall designate one of said owners to act as the Voting Member, except where the provisions of Section 9(b) apply.

- b. The members of the Northview Homeowners' Association shall meet as necessary to accomplish the business of the Northview Homeowners' Association, as set forth hereafter, but not less than once each year. If a meeting has not taken place within the past year, then any one member may call a meeting upon 14 days written notice of the time and place to the other members.
6. Access Easement over Village Hill Circle. Every member of the Northview Homeowners' Association shall have a perpetual, non-exclusive right of way to pass over, and an easement of use and enjoyment, in common with all other members, in and to Village Hill Circle, as shown on the Plan, and such easement shall be appurtenant to and pass with the record title to every Lot. Village Hill Circle shall be a private way for the use and benefit of the owners, residents and guests of the Sixth District. Neither the Grantor, Sturbridge nor any members of the Northview Homeowner's Association will petition the City of Northampton to accept Village Hill Circle as a public way to be owned and maintained by the City of Northampton.
7. Responsibilities of Northview Homeowners' Association. The Northview Homeowners' Association shall be responsible for the following maintenance and repair obligations, and such additional work as either the members of the Northview Homeowners' Association decide by majority vote to accomplish or the Board designates in accordance with Article VII, Paragraph 6(C).

- a. Maintenance of Common Roadway.

The common roadway shown on the Plan and to be known as Village Hill Circle and all of infrastructure in the common roadway, including water mains and curb stops, sewer mains, utility lines, conduits, piping, sleeves, and other utility equipment shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and usable condition and according to the grade as originally constructed. In no event shall Village Hill Circle be used or improved for any purpose other than to provide pedestrian, bicycle and vehicular access and the location of utility infrastructure from Ford Crossing to each of the Lots.

The cost of roadway maintenance of Village Hill Circle as described in the prior paragraph shall be paid for by the Northview Homeowners' Association which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of roadway maintenance for Village Hill Circle and shall not be considered a member of Northview Homeowners

Association for these purposes. Such costs shall be allocated between individual lot owners, including Sturbridge.

The extent of common area maintenance shall in all cases be governed by the Village Hill Standard which includes compliance with the zoning, bylaws and permitting documents in place regarding the Property and the Northview Property, including the Subdivision Approval. Association even after any acceptance of Olander Loop as a public way.

b. Stormwater Runoff and Pollutant Prevention.

It shall be the responsibility of the Northview Homeowners' Association to comply with the requirements of the Stormwater Management Permit issued by the City of Northampton dated May 12, 2016 and the Stormwater Management Operation, Maintenance and Inspection Agreement by and between Sturbridge and the City of Northampton required by the Stormwater Management Permit and the terms and provisions of the Long Term Operations and Maintenance Plan memorandum dated February 2, 2016, revised August 8, 2016 and attached hereto as Exhibit A. The costs of such compliance shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a member of Northview Homeowners' Association for these purposes. Such costs shall be allocated between individual Unit owners, including Sturbridge.

The Northview Homeowners' Association shall submit (or cause to be submitted) an annual report to the Northampton Conservation Commission and Department of Public Works as required by the permits issued for the Sixth District and the Stormwater Management Operation, Maintenance and Inspection Agreement.

c. Maintenance of Sidewalks in Sixth District.

All ten foot sidewalks and all paved multi-use paths shown on the Plan shall be maintained at all times in good and proper condition, and regraded and repaired as necessary to keep them in safe, good, smooth and usable condition and according to the grade as originally constructed. The cost of such maintenance shall be paid for by the Northview Homeowners' Association, which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of such maintenance and shall not be considered a member of the Northview Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Sturbridge.

Notwithstanding the above, all Lot owners shall be responsible for snow and ice removal from six-foot wide paved sidewalks directly abutting their property in accordance with City of Northampton ordinances. Responsibility for snow and ice removal from the ten-foot wide sidewalks and multi-use paths shown on the Plan shall remain the responsibility of the Northview Homeowners' Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a member of Northview Homeowners' Association for these purposes. Such costs shall be allocated between individual Unit owners, including Sturbridge.

8. Northview Homeowners' Association Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3(A)(7) of the Declaration, the Northview Homeowners' Association may adopt supplemental use restrictions and rules applicable to the Sixth District, including the By-Laws of the Northview Homeowners' Association and Rules and Regulations of the Northview Homeowners' Association (the "Sixth District Rules and Regulations".) The Sixth District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3(A)(7). In the event of any conflict between the provisions of any Sixth District Rules and Regulations and any provisions of the Declaration the provisions of the Declaration shall govern.
9. Sixth District Assessments. The owners of each of the Units hereby covenant and agree to pay to the Northview Homeowners' Association one-eighteenth (1/18th) of the annual assessment each, and special assessments in the same percentages, all as determined by the Northview Homeowners' Association to be necessary to accomplish the work stated in Section 7 of this Sixth Supplemental Declaration. Said assessments shall commence at the time of the sale of the first Unit within the Sixth District by Sturbridge, and shall be payable on the date fixed by the members at that time, notwithstanding whether a member has commenced or completed construction of a dwelling on their parcel by said time. It is hereby stated to be the intention that Village Hill Circle shall be maintained regardless of the number of constructed or occupied dwellings, unless the members decide otherwise by unanimous consent. Notwithstanding the foregoing, prior to the conveyance of all of the Lots to persons other than the Grantor, the Grantor shall not be responsible for the payment of any annual or special assessments for the Sixth District. Such costs shall be allocated between individual unit owners and Sturbridge with each unit owner responsible for one-eighteenth (1/18th) of such costs and Sturbridge for the remainder unless and until Sturbridge no longer owns any lots or portions thereof within the Sixth District.
10. Effect of Nonpayment of Sixth District Assessments. If any assessments payable hereunder are not paid on the date when due, then such assessments shall become

delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Unit which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain the owner's personal obligation.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Sixth District Association may bring any action at law against the owner personally obligated to pay the same or to foreclose the lien against the Unit, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

11. Foreclosure of Lien for Nonpayment of Sixth District Assessments. The lien provided for herein may be enforced, in case of nonpayment for four (4) months from the due date of the assessment, by sale at public auction on the Unit owner's premises, first complying with the statutes relating to the foreclosure of mortgages by power of sale in a Massachusetts form of power of sale mortgage. The recording of an affidavit of such sale together with the Sixth District Association's deed to the purchaser(s) shall forever bar the delinquent Unit owner and his successors in record title from all right and interest in said Unit, at law or in equity. Similarly, as above, the lien sought to be foreclosed shall include the aforesaid interest and legal costs and attorney's fees incurred as a result of the foreclosure proceedings.

12. General Provisions.

- a. Authority for Supplemental Declaration. This Sixth Supplemental Declaration is being recorded pursuant to Article VI, Paragraph 6(A) of the Declaration which permits the Grantor, as declarant, during the Declarant Control Period, to record any Supplement Declaration to establish districts. This Sixth Supplemental Declaration is being recorded while the Declarant owns the Sixth District Property, and no consent of any third party is required for this Sixth Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Sixth Supplemental Declaration shall be effective upon the Effective Date. This Sixth Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6(A) of the Declaration.
- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the

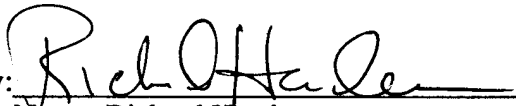
singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.

- c. Captions. All captions or titles used in this Sixth Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Sixth Supplemental Declaration.
- d. Ratification of Declaration. Except as specifically amended in this Sixth Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- e. Governing Law. This Sixth Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Sixth Supplemental Declaration shall not affect the validity or enforceability of the remaining provisions of this Sixth Supplemental Declaration or the Declaration.

Executed under seal this 13th day of September, 2016.


HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance Agency,
Its Manager

By: 
Name: Richard Henderson
Title: Executive Vice President for Real
Estate

ACKNOWLEDGED AND AGREED TO:

STURBRIDGE DEVELOPMENT, LLC

By: 
Name: Kent W. Pecoy
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 13th day of September, 2016 before me, the undersigned notary public, personally appeared Richard Henderson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President for Real Estate, Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.



Megan J. Hebert
 (official signature and seal of notary) Megan J. Hebert
 My commission expires 04/22/2022

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 13th day of September, 2016 before me, the undersigned notary public, personally appeared Kent Pecoy, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of Sturbridge Development, LLC.

Joseph A. Pacella
 (official signature and seal of notary) Joseph A. Pacella
 My commission expires 08/25/2017

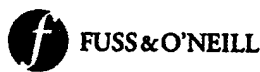


Joseph A. Pacella
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires 8/25/2017

EXHIBIT A

Long Term Operations and Maintenance Plan Memorandum

[See Attached]



M E M O R A N D U M

TO: Kent Pecoy & Sons Construction, Inc.

FROM: Fuss & O'Neill, Inc.

DATE: February 3, 2016
Revised August 8, 2016

RE: Long Term Operation and Maintenance Plan
Village Hill Northview Lot
Northampton, MA

This Long Term Operation and Maintenance Plan (O&M) is for a residential subdivision, Village Hill Northview Lot, located in Northampton, Massachusetts. This O&M has been prepared in accordance the Massachusetts Stormwater Handbook and the City of Northampton Stormwater Regulations.

Property Owner: Sturbridge Development, LLC
215 Baldwin Street
West Springfield, MA 01089

Responsible Party: Kent Pecoy
413-781-7008

It will be the responsibility of the Sturbridge Development, LLC, Inc. to comply with this Long Term Operation and Maintenance Plan. The owner is responsible for all financing, maintenance and emergency repairs. Should the property or any portion of the property be transferred to another owner, that new owner will be notified of the presence of this Long Term Operation and Maintenance Plan and be held responsible for the implementation of this plan and financing as it pertains to their property.

The property owner shall be responsible for correction violation issued from the City Engineer. If satisfactory corrections have not been completed within 30 days, the Department of Public Works may perform all necessary work to place the facility in proper working condition. The owner of shall be assessed the cost of the work and any penalties.

Operation and Maintenance Plan

The post construction operation and maintenance plan outlined hereafter provides recommendations for periodic inspection and maintenance activities for the stormwater management system. This Long Term Operation and Maintenance Plan will ensure that the stormwater management system functions as designed throughout the life of the system.

- The stormwater collection systems will be inspected a minimum of four (4) times per year to maintain proper operation. Sediment and debris shall be removed from structures and pipes. Sedimentation will be removed from each deep sump catch basin a minimum of four (4) times a



year or whenever the depth of deposits is greater than or equal to one half the depth from the bottom of the invert of the lowest pipe. Deep sump catch basins shall be cleaned at the end of the foliage and snow removal seasons.

- Underground infiltration systems must be inspected periodically (every 5 years) for drawdown after a major storm event.
- Paved surfaces including 10 foot wide public path, will be swept twice annually, April and October, to remove sand and debris following winter months.
- Porous pavement surfaces will be monitored as needed to ensure the paving surface drains properly after storm events. The surfaces shall be cleaned with a power washer to dislodge trapped particles and then vacuum swept as required, with a minimum of at least twice annually, April and October to remove sand and debris following winter and summer months. Inspection of deterioration and an assessment of exfiltration capabilities shall be done annually. No winter sanding is allowed within the porous pavement area.
- Detention basin shall be inspected at least once a year and after major storm events. Outlet structures shall be inspected for evidence of clogging or outflow release velocities greater than design flow. Side slopes, embankment, and emergency spillway shall be mowed at least twice a year. Trash and debris will be removed at least twice a year and sediment from the basin will be removed at least once every ten (10) years.
- At least twice per year, during the spring (April) and fall (November), outlet structures will be examined and cleaned, and all floatables and solids trapped will be removed.
- Stormwater structures and pipes will be inspected each spring (April) and fall (November) for accumulation of sediment and debris. Clean as required.
- Subsurface infiltration systems will be inspected a minimum of twice annually for accumulation of silt and debris. Refer to the Manufacturer's Operation and Maintenance guidelines for manufacture's specifications on inspection and maintenance.
- Rain gardens shall be inspected monthly. Re-mulch void areas annually in the spring, remove dead vegetation annually in the spring or fall, replace dead vegetation annually in the spring, prune annually in the spring or fall, and replace entire media and all vegetation in late spring or early summer as needed.
- After major storm events gravel and stone dust paths shall be inspected for evidence of erosion. Any erosion shall be cleaned up and repaired.

Location and Access of Stormwater Management System

All components of the stormwater management system are located within project site area. Access to the components will be from the main subdivision road and gravel access roads. The attached Site Plans provide the location and access for the stormwater management system.



FUSS & O'NEILL

Snow Removal Plan

The property owner will be responsible for removal of snow within the roadway and 10 foot wide public path.

- Snow shall be plowed to perimeter of the paved road where applicable.
- De-icing chemicals may only be used on pedestrian surfaces. All other paved surfaces may have sand applied, with the exception of the porous pavement areas.
- Snow removal shall comply with the operation and maintenance schedule for this project area.
- Excess snow shall be removed from site.
- Snow shall not be stockpiled within the rain garden or in the area of the subsurface infiltration system.

Records of Maintenance and Repair Activities

The responsible parties shall keep records of installation, maintenance and repairs of the stormwater management facilities. These records shall be retained for the most recent five years on site and be provided to the Stormwater Authority annually and upon request. An example Operation and Maintenance Log Form is attached.

Owner Signature: _____ date: _____

Print Name: _____

Attachments: O&M Log Form



Operation and Maintenance Log Form

Project/Location: _____

"As Built" Plans Available? _____

Date/Time: _____

Days since previous rainfall and rainfall amount: _____

Inspector: _____

Maintenance Item	Satisfactory	Unsatisfactory	Comments
1. Asphalt Road & Sidewalk Sweeping			
• Sand and debris been removed			
2. Porous Paved Parking Areas			
• Sand and debris been removed			
3. Deep Sump Catch Basins			
• Sump clean of all sedimentation			
4. Rain Garden			
• Vegetation coverage adequate			
• Undesirable vegetative growth			
• Undesirable woody vegetation			
• Mowing performed as necessary			
• Embankment in good repair			
• No evidence of erosion			
• Standing water or wet spots			
• Sediment and/or trash accumulation			
• Outlet Control Structure Good Condition			
• Stone Filter Strip in Good Condition			
• Other (specify)			
5. Detention Basin #1			
• Vegetation coverage adequate			
• Undesirable vegetative growth			
• Undesirable woody vegetation			
• Mowing performed as necessary			
• Embankment in good repair			
• No evidence of erosion			
• Standing water or wet spots			
• Sediment and/or trash accumulation			



Maintenance Item	Satisfactory	Unsatisfactory	Comments
• Outlet Control Structure Good Condition			
• Gravel Access Road in good condition, no damage			
• Other (specify)			
6. Detention Basin #2			
• Vegetation coverage adequate			
• Undesirable vegetative growth			
• Undesirable woody vegetation			
• Mowing performed as necessary			
• Embankment in good repair			
• No evidence of erosion			
• Standing water or wet spots			
• Sediment and/or trash accumulation			
• Outlet Control Structure Good Condition			
• Gravel Access Road in good condition, no damage			
• Other (specify)			
7. Subsurface Infiltration System #1			
• Meet requirements of the Manufacture's O&M Guidelines			
• Other (specify)			
• Drawdown (once every 5 years)			

Source: Adapted from Watershed Management Institute, Inc. 1997. *Operation, Maintenance, and Management of Stormwater Management Systems*. In cooperation with U.S. Environmental Protection Agency, Office of Water. Washington, D.C.

Use Restrictions and Rules
Updated as of March 30, 2017

The following requirements and restrictions shall apply to Village at Hospital Hill—North (“Village Hill”) until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article III Section 3 of the Consolidated Restatement and Amendment of the Declaration of Covenants, Conditions and Restrictions for the Village Hill (the “Declaration”). All requirements and restrictions applicable to an “Owner” of a Lot or a Unit shall apply equally to an occupant of any Lot or Unit or any of the Owner’s or occupant’s agents, guests, invitees, employees, servants, licenses, leasees or visitors. In the case of any conflict between these Use Restrictions and Rules and the Declaration, the terms of the Declaration shall control.

The activities at Village Hill shall conform to the following requirements, unless expressly authorized by any Supplementary Declaration recorded by the Declarant, or by the Board subject to such conditions as may be imposed:

1.0 GENERAL

The provisions of this Section 1 apply to all types of property within Village Hill.

1.1 Uses of Lots and Common Areas:

- 1.1.1 *General Use:* Village Hill shall be used only for residential, commercial, retail, recreational, open space, infrastructure and public purposes as specifically designated in the Deed for the applicable type of Lots and related purposes consistent with the Declaration and any Supplemental Declaration. Such purposes may include an information center and/or a sales office for any real estate broker retained by Declarant or Residential Developer to assist in the sale of property, offices for any property manager retained by the Association, or business offices for Declarant or the Association.
- 1.1.2 *Compliance with Law or Permits:* All activity shall be in compliance with local, state and federal laws and regulations and the Permits applicable to Village Hill; however, the Board shall have no obligation to take enforcement action in the event of violation.
- 1.1.3 *No Increase in Insurance:* No activity shall be conducted in or on any Lot, Unit or Common Area which would result in the increase of insurance rates for the insurance required to be maintained by the Association or any District Association on the Common Area or would result in the cancellation of any such insurance.

- 1.1.4 *Noisy, Obnoxious, or Disturbing Activities:* The following activities shall be prohibited: Any activity which (i) emits foul or obnoxious odors outside the Lot; (ii) tend to disturb the peace or threaten the safety of occupants of other Lots; (iii) tend to cause unclean, unhealthy or untidy condition to exist outside of enclosed structures on any Lot; or (iv) may be or become, in the reasonable judgment of the Board, a nuisance to persons using the Common Area or to the Owner or occupant of any other Lot or Unit.

Such restrictions shall include, without limitations, the following: (a) there shall be no use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except (i) alarm devices used exclusively for security and safety purposes; (b) there shall be no use or discharge of firecrackers or other fireworks; (c) no firearms shall be discharged upon property within Village Hill; (d) no open fire shall be lighted or permitted on any Lot within Village Hill except in a contained barbeque unit or fire place or fire pit while attended and in use for cooking purposes; (e) there shall be no on-site storage of gasoline, heating or other fuels, except (i) a reasonable amount of fuel may be stored in each Lot for use in contained barbeque units, emergency purposes and operations of lawn mowers and similar tools or equipment, and the Association and owners of Lots other than Lots in Single Family and Two Family Areas shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment; (f) there shall be no accumulation of rubbish, trash or garbage except between regular garbage pickups and then only in refuse and recycling containers; refuse container may be placed outside no earlier than 5:00 p.m. on the day before a scheduled garbage or trash pickup; (g) no motorized recreational vehicles including snowmobiles and off road dirt bikes or all terrain vehicles (ATV) shall be operated on any Lot including on the Roadway Easement and Open Space/ Conservation Areas; (h) no light emissions onto adjacent Lots beyond emissions permissible under the zoning ordinances for the City of Northampton.

- 1.1.5 *Parking Of Motor Vehicles:* Vehicles owned, operated or within the control of an Owner shall be placed in the garage of such Owner or the driveway of such Owner's Lots, or in a designated parking areas for the Lot. Garages shall be kept closed at all times, except as reasonably required for ingress and egress and for appropriate utilization of the garage by such Owner.

The following activities shall be permitted only in enclosed garages on in areas designated by the Board for such purposes:

Parking or storage of commercial vehicles or equipment, mobile homes, recreational vehicles, snowmobiles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles; provided, construction, services and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonable to provide service or to make a delivery to a Lot or the Common Area.

- 1.1.6 *Restriction on Animals*: The raising, breeding or keeping of any animals, livestock or poultry of any kind (“Animals”) shall be prohibited, except for the following: (i) the keeping of a maximum of two (2) dogs, cats or other usual and common household pets, which are registered, licensed and inoculated as required by the law, and are not bred or maintained for any commercial purpose, and (ii) the keeping or use of any dog trained to assist persons of impaired sight or hearing.

All Animals permitted to be kept shall be kept under control on a leash when on any portion of Village Hill except within the Lot of the owner of such Animal. It shall be the absolute duty and responsibility of each owner to clean up after such Animals.

However, those Animals which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board’s request. If the Animal’s owner fails to honor such request, the Board may cause the Animal to be removed.

- 1.1.7 *Restrictions on Use of Water Bodies within Village Hill*: Swimming, boating, fishing, use of personal flotation devices, or other active use of detention ponds, streams or other bodies of water within Village Hill is prohibited.
- 1.1.8 *Capturing Wildlife*: Feeding (except for birds), capturing, trapping or killing of wildlife within Village Hill shall be prohibited, except in circumstances posing an imminent threat to the safety of persons using Village Hill.
- 1.1.9 *Tree Cutting*: No cutting of specimen trees located at Village Hill, as shown on a plan entitled “Specimen Tree Survey, The Village at Hospital Hill, Northampton, Massachusetts” dated 8/25/2003 and prepared by Beals and Thomas, Inc. (“Specimen Tree Plan”) and further detailed in the report entitled “Tree Inventory for the Village at Hospital Hill in Northampton, Massachusetts” dated

April 20, 2003 and prepared by Urban Forestry Solutions and Horticultural Technologies, Inc. ("Tree Inventory Report") shall be allowed on any Lot, Common Area or in the Open Space/Conservation Areas except as permitted by the Association in the case of any risk to health, safety, or property or due to substantial damage. No trees shall be removed from any Common Areas except by permission of the Association. Clear-cutting or other denuding activities shall be prohibited. All tree removal shall be selective in nature and conducted in accordance with good forestry practices directed at improving the quality of woodlands. A copy of the Specimen Tree Plan and the Tree Inventory Report is on file with the Association.

1.2 Improvements to Lots:

- 1.2.1 *Neglect of Exterior Portions of Property:* No structures, equipment, or other items on the exterior portions of the Lot shall be permitted to become rusty, dilapidated or otherwise fall into disrepair, and all property including any improvements or landscaping thereon shall at all times be kept in a clean, safe, and attractive condition.
- 1.2.2 *Temporary Occupation:* No trailer, mobile home, basement of any incomplete building, tent, truck camper, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence in the residential areas, either temporary or permanent unless in any specific instance such use shall have been authorized by the Grantor. Temporary buildings or structures used during the construction shall be removed immediately after the completion of construction.
- 1.2.3 *Lawn Sprinkler:* Any Lot Owner who installs any lawn sprinkler systems shall be responsible for the costs of installing the proper backflow protection devices, and shall notify the Department of Public Works (Water Division) to approve standards and construction of backflow prevention.

1.3 Environmental Restrictions:

- 1.3.1 *Activities Harmful to Environment:* No activities shall be conducted which materially disturb or destroy the vegetation, wetlands or air quality at Village Hill or which result in unreasonable levels of sound or light pollution.
- 1.3.2 *Dumping:* Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or

toxic substances in any storm drain, drainage ditch, detention pond, stream, river or pond, or elsewhere within Village Hill shall be prohibited.

1.3.3 *Interference with Drainage Patterns:* After the location and installation of drainage swales, storm sewers or storm drains, there shall be no obstruction or rechanneling of drainage flows, except by the Declarant or the Association; provided, that the exercise of such right by the Declarant or the Association shall not materially diminish the value of or reasonably interfere with the use of any Lot without the Owner's consent.

1.3.4 *Outside Burning:* Outside burning of trash, leaves, debris or other materials shall be prohibited.

2.0 PROVISIONS APPLICABLE TO LOTS AND COMMON AREA

2.1 Improvements to Lots:

2.1.1 *Construction or Alteration of Improvements:* The term "Improvement" shall include buildings, outbuildings, parking lots, garages, carports, driveways, walls, stairs, decks, poles, signs, swimming pools and structures of every kind and type, including fences

i. *Building Structures:* There shall be no construction, erection, placement or modification of any building structure which requires a building permit or a zoning approval on a Lot, except in strict compliance with the permitted use provisions (Articles III) and the design review and approval provisions (Article V) of the Declaration, as applicable, and with prior approval of the Association.

ii. *Accessory Improvement:*

a) The term "Accessory Improvement" shall mean an Improvement that is incidental and subordinate to the principal Improvement on a Lot and which is permanently affixed to a building structure or the Lot. Accessory Improvement shall include, without limitation, structured, above-ground swimming pools; hedges, walls, dog runs, animal pens, or fences of any kind; garden shed; and satellite dishes and antennas. Except as provided herein, there shall be no construction, erection, placement or modification of any Accessory Improvement without the prior approval of the Association.

- b) Accessory Improvement shall not include any Improvement to a Lot which is readily removable from the Lot and not intended to be permanently affixed to any building structure or permanently installed into the ground or driveway area of a Lot.
- c) *Satellite Dishes and Antennas.* Any exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind permitted by the Association, if determined necessary by the Association, must be located or, if appropriate, screened from view of the adjacent Lots by approved fence or other approved structure no more than six (6) feet in height. The Declarant and/or the Association shall have the right, but not the obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission and reception of television, radio, satellite, or other signals for the benefit of all or a portion of Village Hill.
- d) *Residential Fences and Walls:*
 - 1. General. Residential fencing and walls that comply with the following location, materials and design requirements shall be permitted for detached single-family homes, two-family homes, and townhouses without the prior approval of the Association. All fences should be designed and installed with the principal intention of providing a decorative amenity to the property or the surrounding area. Residential walls may be used to retain soil and adjust site grading, and they may be used for fencing or decorative purposes. There shall be no fencing of multi-family residential buildings, unless allowed by the Association.
 - 2. Location. No residential fences or walls may be located in the front yard without prior approval by the Association. Side yard and rear yard fences may be located at or within the property line(s).
 - 3. Materials. Fences may be constructed of wood or metal. Walls may be constructed of natural stone. “Stockade” fences are not allowed. Plastic, vinyl or composite fence may be allowed with the prior approval of the Association. Chicken wire fencing is not allowed. Chain link fencing is not allowed. Solid metal fencing is not allowed. Barbed wire or razor wire fencing of any kind is not allowed. Above-ground electric fencing of any kind is not allowed.

4. Design. Picket and rail fences are encouraged. Side yard and rear yard fences shall be no taller than 48" from grade, except when the rear yard of a Single Family Dwelling faces the rear yard of another residence with no alleyway between the two rear yards, then such Single Family Dwelling may be allowed to have a fence 72" above grade along such rear yard, upon the prior written approval of the Association. Front yard fences, if approved by the Association, shall be no taller than 36" from grade. Rear yard partitioning/privacy fences for town houses shall be no taller than 72" above grade. With the exception of retaining walls, residential walls shall be no taller than 30" above grade. Fencing shall be double-faced or constructed so that "good" side is outward-facing from the property. For wood fences, no stringers or posts shall be outward-facing. The preferred design for walls is the "dry laid natural stone." The wall material shall be a natural-looking, unobtrusive color. With the exception of retaining walls, the top of walls should be relatively smooth and free of sharp or protruding objects.

5. Color. Wood fences shall be painted white, stained or bleached to a white color, allowed to weather to a natural color, painted the same color as the house trim, or stained to a "natural wood" color. Metal fences must be pre-finished and painted black.

iii. *Residential Color Scheme:* Buildings may be re-painted to their original approved color scheme. Additions to buildings and new out-buildings (if allowed by the Association) may be painted to the same color scheme as the main building on the property. Refer to the "Residential Architectural Style Guide: Village Hill at Northampton" (July 2007). For each historic house style, the preferred color scheme is described in the sections entitled, "Historically Accurate Colors." (See attachment). Accent colors should not become more noticeable than the whole of the building. No large expanses of exterior wall should be painted in accent colors. Fluorescent colors are not allowed. Utility vents on the roof should be painted so as to "disappear" against the roofing material. Bulkheads should be painted so that they "disappear" into the site landscaping.

2.1.2 *Restriction on Signage:* No sign, poster, billboard, advertising device or display of any kind, including, but not limited to, garage

and estate sale signs shall be erected, displayed or maintained anywhere on Village Hill without the approval of the Association.

- 2.1.3 *Landscaping:* Except for land sales involving a Residential Developer where landscaping must be installed in accordance with the design review approval under Article V of the Declaration and site plan approval pursuant to the City of Northampton Zoning Ordinances, the Owner shall install and thereafter maintain the landscaping on those portions of the front yards of the Lot in a neat and attractive condition within one hundred eighty (180) days after the later to occur of (i) the sale of a Lot to an Owner (other than a Residential Developer), or (ii) issuance of a Certificate of Occupancy for the building constructed on a Lot. Rear and side yards shall be substantially complete within one (1) year following the date of conveyance of the Lot to the Owner (other than the Residential Developer) and thereafter maintained.

The Owner of a Lot shall be required to maintain all landscaping on the Lot in a neat and attractive condition. The Owner may alter, change or add to the initial landscaping installed by the Residential Developer consistent with the scenic character of the site and harmonious with the landscaping in the area. Landscaping shall include the proper maintenance of landscaping and the periodic replacement, when necessary, of trees, plants, grass, other vegetation, if any, and fencing. In addition, each Owner shall be keep free from weeds, debris and other unsightly objects (e.g., mirror balls, garden gnomes, or plastic garden sculptures) all portions of the yard in its Lot. The foregoing provisions shall not apply to portions of a Lot which are not visible from other Lots or from Common Area. The foregoing provisions also shall not apply to an Owner to the extent that the obligations under the foregoing provisions are assumed by a District Association, in which case the obligations shall apply to the District Association.

No plants or seeds infected with insects or plant diseases shall be brought upon, grown or maintained within Village Hill. No invasive species per listing provided by Massachusetts Department of Agriculture shall be brought upon, grown or maintained within Village Hill.

- 2.1.4 *Removal of Earth:* No loam, peat, gravel, sand, rock, or other mineral resource or natural deposit shall be evacuated or removed from any Lot in such manner as to affect the surface thereof, except in connection with approved construction and landscaping and in accordance with applicable laws.

3.0 SUPPLEMENTARY PROVISIONS APPLICABLE TO RESIDENTIAL DWELLINGS

The provisions of this Section 3 apply only to Residential Lots, in addition to the provision of Section 1 and 2 above.

3.1 Subdivision or Leasing of any Residential Dwelling:

3.1.1 *Leasing:* All leasing shall be in writing. The Board may require a minimum lease term of up to six (6) months for any Residential Dwelling, and may vary such requirements from District to District. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by Owner within 10 days after execution of the lease. The Owner shall make available to the lessee copies of the Village Hill Governing Documents. No operating of a timesharing, fraction sharing or similar program whereby the rights to exclusive use of the Lot or Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall be permitted.

For the purposes of the Rules, “leasing” shall mean the regular, exclusive occupancy of a Lot or Unit by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

3.1.2 *Subdivision of Lots:*

No Lot or Lots shall be subdivided or altered to increase the total number of building Lots as shown on the Plan on which single family residential structures may be allowed unless as permitted by further amendment of the Declaration. This restriction does not apply to Lot B, Lot B-1, Lot 13, Parcel 13-A, Lot 14 or the area shown on the Plan as “Phase 2”.

3.2 Use of Residential Dwelling:

3.2.1 *No business or trade:* No business or trade shall be conducted in any residential dwelling, except that an Owner residing in a residential dwelling may conduct business activities within the residential dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residential dwelling; (ii) the business activity conforms to all zoning requirements for Village Hill; (iii) the business activity does not involve door to door solicitation of residents of Village Hill or generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Village

Hill which is noticeably greater than that which is typical of the Lots in which no business activity is being conducted; and (iv) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners within Village Hill or violate any of the Permits, as may be determined in the sole discretion of the Board.

For the purpose of these Rules, the terms “business” and “trade” shall have their ordinary, generally accepted meanings and shall include any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the providers family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. By way of example, a permitted business or trade could include accountant services, teaching of music, and services by a psychologist.

3.2.2 *Wood and Coal Stoves:* Wood and coal stoves or similar devices shall be permitted only in accordance with applicable law and fire regulations and only upon the prior written approval of the Board. The Board shall as a condition of any such approval require (i) compliance with rules and regulations promulgated by the Board as to the installation, use, maintenance, repair and cleaning of such device and the storage and handling of wood, coal or other fuels therefore, and (ii) the right of the Board to enter any residential dwelling in which such device is installed and to correct any noncompliance with such rules and regulations, all at the sole expense and risk of the Owner of such Lot.

3.3 Keys to Residential Dwelling or Personal Property:

If any key for a residential dwelling or an automobile, truck, or other personal property is entrusted by an Owner of any residential dwelling to the Board or any agent or employee of the Board, the acceptance of the key shall be at the sole risk of such Owner; the Board and such agent or employee shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

3.4 Inapplicability of Certain Rules:

Section 3.2.1 above shall not apply to any activity conducted by Declarant or Residential Developer with respect to its development and sale of Village Hill or its use of any Lots which it owns within Village Hill.

4.0 NOTICE TO DECLARANT AND ASSOCIATION

4.1 Notice Regarding Design Review:

Requests for Design Approval pursuant to Article V of the Declaration shall be sent to the Declarant in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery or (iii) delivered in person as follows:

Hospital Hill Development, LLC
c/o Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: Executive Vice President for Real Estate

With a copy to: Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: General Counsel

4.2 Notice to Association Board:

During the Declarant Control Period, all notices to the Association Board shall be sent in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery or (iii) delivered in person as follows:

Hospital Hill Development, LLC
c/o Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: Executive Vice President for Real Estate

With a copy to: Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: General Counsel

Village at Hospital Hill – North Association
c/o Hospital Hill Development LLC
99 High Street, 11th Floor
Boston, MA 02110

NOTICE OF BOARD OF DIRECTORS' MEETING
AMENDMENT OF USE RESTRICTIONS AND RULES

March 22, 2017

Dear Village at Hospital Hill - North Lot Owner:

At a Board of Directors' meeting on Thursday, March 30, 2017 at 6:00 at the Northampton Senior Center, located at 67 Conz Street in Northampton, the Board of Directors of Village at Hospital Hill – North Association shall vote on the following change to the Use Restrictions and Rules:

Section 2.1.1(ii)(d)(4) of the Use Restrictions and Rules shall be deleted in its entirety and replaced with the following:

Picket and rail fences are encouraged. Side yard and rear hard fences shall be no taller than 48" above grade, **except when (i) the rear yard of a Single Family Dwelling faces the rear yard of another residence with no alleyway between the two rear yards, or (ii) a side yard of a Single Family Dwelling is adjacent to a roadway, then such Single Family Dwelling may be allowed to have a fence 72" above grade along such rear yard or side yard, as applicable, upon the prior written approval of the Association.** Front yard fences, if approved by the Association, shall be no taller than 36" above grade. Rear yard partitioning/privacy fences for town houses shall be no taller than 72" above grade. With the exception of retaining walls, residential walls shall be no taller than 30" above grade. Fencing shall be double-faced or constructed so that the "good" side is outward-facing from the property. For wood fences, no stringers or posts shall be outward-facing. The preferred design for walls is "dry laid natural stone." The wall material shall be a natural-looking, unobtrusive color. With the exception of retaining walls, the top of walls should be relatively smooth and free of sharp or protruding objects.

Please note that the addition of the **bolded** language is the only change being made to the Use Restrictions and Rules.

Sincerely,

Richard Henderson
VHN Board of Directors



2008 00021760

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**AMENDED AND RESTATED BYLAWS
VILLAGE AT HOSPITAL HILL - NORTH**

**VILLAGE HILL NORTHAMPTON
HOSPITAL HILL DEVELOPMENT LLC
C/O MASSACHUSETTS DEVELOPMENT FINANCE AGENCY
160 FEDERAL STREET
BOSTON, MA 02110**

Route 66, Penn Street, Earle Street, Northampton, MA

**AMENDED AND RESTATED BYLAWS
VILLAGE AT HOSPITAL HILL - NORTH**

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1. Definitions.

Unless the context otherwise specifies or requires, the terms defined in these By-Laws shall, for all purposes of these By-Laws, have the meanings herein specified.

A. AREA OF COMMON RESPONSIBILITY. The term "Area of Common Responsibility" means the Common Area, together with such other areas of services, if any, for which the Association has or assumes responsibility pursuant to the terms of the Declaration, and Amendment or Supplement Declaration, these By-Laws, or other applicable covenants, contracts or agreements. All references in these By-Laws to the Common Area shall mean and include each Area of Common Responsibility.

B. ASSISTED LIVING. The term "Assisted Living" shall mean senior residential housing, including but not limited to, independent living facilities, in-home supportive services, and/or nursing home facilities. Two (2) Assisted Living units shall constitute a Unit as defined below.

C. ASSOCIATION. The term "Association" shall mean the Village At Hospital Hill-North Association, which shall be the Association of Lot Owners.

D. BOARD. The term "Board" shall mean the Board of Directors of the Association.

E. BY-LAWS. The term "By-Laws" shall mean the By-Laws of the Association.

F. COMMERCIAL AREA. The term "Commercial Area" shall mean any Lot or contiguous set of Lots containing a Commercial Building(s).

G. COMMERCIAL BUILDING. The term "Commercial Building" shall mean all buildings or structures not used for residential purposes other than for Assisted Living or having residential uses only above the first floor, and located on a Lot approved for commercial purposes. Buildings used for Assisted Living shall constitute Commercial Buildings.

H. COMMERCIAL UNIT. The term "Commercial Unit" shall mean 1.5 Units for each one thousand (1,000) gross square feet in each Commercial Building or two (2) assisted living units in a Commercial Building used for Assisted Living. Partial Commercial Units shall be limited to .5 units only for purposes of calculating Common Area Percentage Interest.

I. COMMON AREA. The term "Common Area" means all real and personal property, including easements, utilities, infrastructure, roads, and all other portions of Village Hill which the Association owns, leases, or otherwise holds possessory or use rights for the common use and enjoyment of the Lot Owners which the Declarant designates as being for the common use and enjoyment of the Lot Owners. The recording

of the Declaration or any amendment to the Declaration or any Supplemental Declaration shall not be deemed to constitute a conveyance by the Declarant of any Common Area to the Association. Although Common Areas are subject to the provisions of the Declaration, the Declarant may initially designate Common Areas and retain fee title to all or a portion of Common Areas until the termination of the Declarant Control Period. All Common Areas where title is held by the Declarant shall be conveyed by Declarant either to the Association or the City of Northampton, Massachusetts not later than at the termination of the Declarant Control Period. All references in these By-Laws to the Common Areas shall mean and include each Area of Common Responsibility.

J. COMMON AREA PERCENTAGE INTERESTS. The term "Common Area Percentage Interests" shall mean the percentage of the overall costs of maintaining, repairing and improving all Common Areas of the Property, including Stormwater Facilities, calculated in relation to each Lot based upon the total number of Units that exist on each Lot as a percentage of the total number of Units that shall exist at the Property, calculated as more particularly described on Exhibit A, which is attached hereto and made apart hereof. The Common Area Percentage Interests shall be subject to change as additional Units are created. The Common Area Percentage Interests shall be established by the Association and shall be subject to adjustment as provided on Exhibit A.

K. COMMON EXPENSES. The term "Common Expenses" means actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Lot Owners subject to annual and special assessments, including any reasonable reserve and including maintenance of such portion of Open Space Area which the Association determines is for the general benefit of all Owners, as the Board may find necessary and appropriate pursuant to the Village Hill Governing Documents. Common Expenses payable with respect to that portion of the Property owned by the Declarant shall be payable as more particularly described on Exhibit A.

L. DECLARANT CONTROL PERIOD: The period of time during which the Declarant is entitled to appoint members of the Board as provided in these By-Laws. The Declarant Control Period shall expire on the earlier of (i) the date upon which the last Lot is conveyed to Persons other than the Declarant or a Residential Developer, or (ii) the date designated by the Declarant as the termination date of the Declarant Control Period by written notice given to the Association and by the recording of a certificate to that effect in the Registry.

M. DECLARANT. The term "Declarant" shall mean HOSPITAL HILL DEVELOPMENT LLC.

N. DECLARATION. The term "Declaration" shall mean the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated April 17, 2008, recorded in the Hampshire Registry of Deeds at Book 9457, Page 1.

O. EASEMENT AREAS AND DRAINAGE FACILITIES. The term "Easement Areas and Drainage Facilities" shall mean the stormwater facilities and detention areas established by the Declarant and/or a Lot Owner in compliance with the Declaration, Special Permit Decision and Subdivision Approval Conditions and easement areas related to such stormwater facilities and detention areas. Prior to the conveyance of the Roadway Easement to the City of Northampton and/or dedication of the Roadway Easement as a public way of the City of Northampton, the term "Easement Areas and Drainage Facilities" shall include Roadway Easements.

P. IMPROVEMENT. The term "Improvement" shall include buildings, outbuildings, parking lots, garages, carports, driveways, walls, stairs, decks, poles, signs, swimming pools and structures of every kind and type, including fences.

Q. LOT. The term "Lot" shall mean each numbered parcel of the Property which is shown on the Plan as a numbered Lot or any portion or portions of a numbered Lot shown on the Plans that is created pursuant to an Approval Not Required Plan endorsed by the City of Northampton's Planning Board and recorded with the Registry pursuant to Mass. Gen. Laws c. 41, §§81L and 81P, including without limitation Parcel 13-A.

R. LOT OWNER. The term "Lot Owner" shall mean one or more Persons whose interest in a Lot constitutes aggregate fee simple absolute title to such Lot.

S. MEMBER. The term "Member" means a person entitled to membership in the Association pursuant to Section 3 of these By-Laws.

T. MIXED USE AREA. The term "Mixed Use Area" shall mean any lot or contiguous set of lots containing Commercial Building(s), Multi-Family Dwellings and/or Assisted Living.

U. MULTI-FAMILY AREA. The term "Multi-family Area" shall mean any lot or contiguous set of lots containing a Multi-family Dwelling(s).

V. MULTI-FAMILY DWELLING. The term "Multi-family Dwelling" shall mean any building containing three (3) or more dwelling units including apartment houses, apartments and connected condominiums and townhouses. It shall not mean duplex (2-unit buildings) or accessory apartments as part of Single Family Dwellings.

W. OPEN SPACE/CONSERVATION AREA. The term "Open Space/Conservation Area" shall mean any lot or portion of a lot designated by the Declarant and/or shown on the Plan or any amendment thereto.

X. OWNER. The term "Owner" means one or more Persons who hold the record title to any Lot or Unit, but excluding in all cases any party holding interest merely as security for the performance of an obligation.

Y. PERMITS. The term "Permits" means the initial governmental permits applicable to the Property as of the date of the Declaration as identified in Exhibit E to the Declaration, as they may be supplemented, modified, extended and repealed, and other requirements of applicable federal, state, county or municipal law, regulations, or approvals of any governmental entity.

Z. PERSON. The term "Person" shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator, executor or entity which has the right to hold title to real property.

AA. PLANS. The term "Plans" shall mean the Plan entitled THE VILLAGE AT HOSPITAL HILL, PHASE ONE DEFINITIVE SUBDIVISION, NORTHAMPTON, MASSACHUSETTS dated November 20, 2003, Revised: January 22, 2004, Revised: February 23, 2004 (Sheets 1-35), Revised April 30, 2004 (Sheet 36), and prepared by Beals and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with Hampshire Registry of Deeds in Plan Book 202, Page 75, as amended by the plan entitled AMENDMENT TO THE PHASE 1 DEFINITIVE SUBDIVISION PLAN, THE VILLAGE AT HOSPITAL in NORTHAMPTON, MA (Hampshire County) dated May 27, 2005; Revised: November 8, 2005, Revised January 25, 2006 and prepared by Beal and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with Hampshire Registry of Deeds in Plan Book 210, Page 31 as it may be further revised from time to time showing Lots 13 through 20, Parcels A and B and the Plan entitled VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS DEFINITIVE PLAN dated March 26, 2007 and prepared by The Berkshire Design Group, Inc., 4 Allen Place, Northampton, MA 01060 recorded with Hampshire Registry of Deeds in Plan Book 216, Page 71, as it may be further revised from time to time showing Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, and Lots 21 through 25 and Lot B-1.

BB. ROADWAY EASEMENT AREA. The term "Roadway Easement Area" means area(s) shown on the Plans where roadways and municipal infrastructure shall be located.

CC. ROADWAY EASEMENT. The term "Roadway Easement" or "Roadway Easements" shall mean the area within the easement or roadways shown on the Plan as Village Hill Road, Olander Drive, Moser Street, Musante Street and Ford Crossing and such other roadways which shall be shown on the Plan and recorded with the Registry, and shall further include those areas at the end of each centerline, the perimeters of which are shown on the Plan. It is intention of the Association to apply to the City of Northampton for acceptance of each Roadway Easement as a public way and city street, upon its completion, and if requested by the City, to deed the fee interest in each Roadway Easement Area, as shown on the Plan, to the City, without the payment by the City of any consideration for such conveyance.

DD. SINGLE FAMILY AND TWO FAMILY RESIDENTIAL AREA. The term "Single Family and Two Family Residential Area" shall mean any lot or contiguous set of lots containing Single Family Dwelling(s) or Two Family Dwelling(s).

EE. SINGLE FAMILY AND TWO FAMILY RESIDENTIAL USE.

The term "Single Family and Two Family Residential Use" shall mean the occupation or use of Single Family or Two Family Dwelling in conformity with the requirements of the Zoning Ordinance of the City of Northampton and applicable state, county and municipal rules and regulations.

FF. SINGLE FAMILY DWELLING. The term "Single Family Dwelling"

shall mean a detached house designed and used as a residence for a single family including any appurtenant attached or detached garage or carport or similar outbuilding and such "accessory apartments" as defined in Section 10.10 of the Zoning Ordinance of the City of Northampton.

GG. SPECIAL PERMIT DECISION. The term "Special Permit Decision"

shall mean the Decision of the Northampton Planning Board dated September 26, 2002 and recorded in the Hampshire County Registry of Deeds (the "Registry") in Book 6835, Page 81, the Amendment dated August 14, 2003 recorded in the Registry at Book 8024, Page 249 and the Amendment dated February 19, 2004 in accordance with the Settlement Agreement dated January 30, 2003 in Land Court Case No. 292406, recorded in Book 8024, Page 252, and the Amendment dated August 6, 2007 recorded in Book 9282, Page 103, as it may be further amended from time to time.

HH. STORMWATER FACILITIES. The term "Stormwater Facilities" shall

mean the stormwater facilities and detention areas established by the Declarant and/or a Lot Owner in compliance with the Declaration, the Special Permit Decision and the Subdivision Approval Conditions and all Easement Areas related to such stormwater facilities and detention areas. Stormwater Facilities are Common Areas. Stormwater Facilities shall not include stormwater facilities and/or detention areas that are located on a Lot and are intended solely to service such Lot, including without limitation swales located on any Lots.

II. SUBDIVISION APPROVAL CONDITIONS. The term "Subdivision

Approval Conditions" shall mean the Definitive Subdivision Approval Conditions issued by the Northampton Planning Board on January 22, 2004, the Amendment of Definitive Subdivision Approval with Conditions issued on July 26, 2007 and the Village Hill Definitive Subdivision Plan (Phase II North Campus) issued on July 26, 2007 and recorded in the Registry in Book 9318, Page 289, as amended from time to time.

JJ. TWO FAMILY DWELLING. The term "Two-Family Dwelling" shall

mean a house containing two separate dwelling units and each unit is used as a residence for a single family including any appurtenant attached or detached garage or carport or similar outbuilding.

KK. UNIT. The term "Unit" shall mean a residential dwelling that is a single

family dwelling or part of a Two-Family or Multi-Family Dwelling building and shall also include all Commercial Units;

LL. VILLAGE HILL. The term "Village Hill" shall mean the real property located on the North Campus and shown on the Plans as Lots 13 through 20 and Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, and Lots 21 through 25 and Lot B-1.

MM. VILLAGE HILL GOVERNING DOCUMENTS. As applied to a Lot, Unit and Common Area, a collective term referring to the Declaration and any applicable Amendments or Supplement Declaration, these By-Laws, the Use Restrictions and Rules and the Design Guidelines, as they may be amended.

NN. VOTING MEMBER. The term "Voting Member" means (i) the Owner or the representative selected by the Owner Members to cast the Owners' votes on all matters requiring a vote of the membership when more than one person or entity holds an ownership interest in any Lot, except as otherwise specifically provided in the Declaration or in these By-Laws, and/or (ii) the sole Owner of a Single Family Dwelling Lot. Each Voting Member shall have the number of votes equal to the number of Units located on such Voting Member's Lot.

All other capitalized terms not otherwise defined in these By-Laws shall have the same meanings as set forth in the Declaration.

2. Powers and Duties of the Board

A. One officer of the Declarant shall serve as the Board of Directors for the Village at Hospital Hill – North Association (the "Directors") until the Declarant Control Period ends. After such time, the Board shall consist of not less than three nor more than five Directors, all of whom shall be Lot Owners or Owners of the beneficial interest in a Lot. The Voting Members of the Association shall elect the Directors for one-year terms at the annual meeting of Lot Owners held in April of each year pursuant to Section 12 below. Each Director shall serve until a successor is elected.

B. The Board shall have all powers necessary for administering the affairs of the Association. Such powers and duties of the Board shall include without limitation to the following:

1. preparation of a Storm Water Management Plan for the Association;
2. operation, care, upkeep and maintenance of the Stormwater Facilities in compliance with the Storm Water Operation, Maintenance and Inspection Agreement with the City of Northampton, Massachusetts and the Storm Water Management Plan prepared by the Association;
3. operation, care, upkeep and maintenance of Common Areas, Easement Areas and Drainage Facilities;

4. operation and maintenance of the Roadway Easement prior to the acceptance by the City of Northampton of any Roadway Easement as a public way;
5. determination of the Base Assessment (defined below) and other assessments or expenses required for the affairs of the Association, including but not limited, to the maintenance of the Easement Areas and Drainage Facilities;
6. collection of the Base Assessment and other assessments or expenses, from the Lot Owners;
7. employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Association, including without limitation, a Managing Agent (defined in Section 22, below), in the Board of Director's sole discretion;
8. subject to the provisions of Section 9 of these Bylaws, adoption, amendment, waiver and administration of the Use Restrictions and Rules pursuant to Article III, Paragraph 3 of the Declaration (the "Use Restrictions and Rules") and any other Rules and Regulations, ;
9. management of bank accounts on behalf of the Association, including, without limitation, opening such bank accounts and designating the signatories required therefore, subject to the provisions hereof;
10. management of any such facilities as may be provided for in the Declaration;
11. procurement of insurance for the Association, including any Lots before the same are sold to any Lot Owner, pursuant to the provisions hereof;
12. enforcement of obligations of the Lot Owners, allocation of income and expenses, and all other actions necessary and proper for the sound management of the Association;
13. management of litigation as to any course of action involving the Common Areas, Easement Areas and Drainage Facilities or arising out of the enforcement of these By-Laws, the Use Restrictions and Rules, any Rules and Regulations, and the Declaration;
14. election of officers, including a president, treasurer and clerk;
15. oversight and enforcement of the Lot Owner obligations under the Declaration;
16. implementation of the Transportation Demand Management Program as set forth in Article III, Paragraph 1G of the Declaration; and
17. following the Declarant Control Period, the review and approval of building and site plans pursuant to Article V of the Declaration.

C. Any Director may be removed for cause by an affirmative vote of the voting members holding a majority of Units; provided, however, that only the Declarant may remove a Declarant-appointed Director. The term "cause" as used in the

immediately preceding sentence shall, for purposes of this subsection, encompass only actions or omissions taken or omitted in bad faith, or the personal or willful malfeasance or fraud of the Director who is the subject of the proceeding. The term "cause" shall not include actions or omissions taken, suffered or omitted in good faith or by reason of honest errors of judgment or mistakes of fact or law. No Director other than a Declarant-appointed Director shall continue to serve on the Board if, during the term of office, the director shall cease to be a Lot Owner. The Board may fill the vacancy of any elected director by appointment of a Director who shall serve the unexpired term and serve until the next annual meeting of the Lot Owners.

D. The Board shall not take any action unless a quorum is present at a meeting of the Board. A majority of the members of the Board shall constitute a quorum. Except as otherwise expressly provided in these By-Laws or in the Declaration, the vote of a majority of the members of the Board at a meeting at which a quorum is present shall constitute action by the Board. Promptly following the end of the Declarant Control Period the Board shall elect from among its members a Chair and a Vice Chair. The Chair shall conduct all meetings of the Board and, in the absence of the Chair, the Vice Chair shall conduct all meetings of the Board. The Chair or Vice Chair shall be authorized to execute any and all instruments, agreements, certificates or other documents required to be executed on behalf of the Board.

E. Directors shall be prohibited from receiving any compensation for services rendered in these capacities as Board members, including the payment of money or any other form of in-kind compensation, provided that this restriction shall not prohibit members of the Board from being reimbursed by the Association for actual expenses incurred by them in their capacities as Board members provided that the reimbursement of such expenses is approved in advance by the Board.

3. **Membership.** The Association shall have one class of membership interest. Each Owner subject to the Declaration shall be a member of the Association whether such ownership in a Lot is joint, in common or tenancy by entirety or otherwise. Each Voting Member is entitled to one vote for each Unit located on the Voting Members Lot. If a Lot is owned by more than one Person, all Co-Owners shall share the privileges of such membership subject to Board regulation and the restrictions on voting set forth in the Declaration and in these By-Laws, and shall be jointly and severally obligated to perform the responsibilities of Lot Owners. When more than one Person or entity hold such interest in any Lot, the vote or votes attributable to such Lots shall be exercised by the Voting Member. Notwithstanding anything contained in the Declaration or these By-Laws to the contrary, the provisions of this Section 3 and the provisions of Paragraph 1(a) of Article VII of the Declaration relating to one vote for each Unit located on a Voting Members' Lot cannot be modified or amended except by affirmative vote of seventy five (75%) percent of the total number of Units then in existence. All votes of the Voting Members shall require the affirmative vote of more than fifty (50%) of the total number of Units then in existence unless otherwise expressly provided herein.

4. Assessments and Reserve

A. Other than the Declarant, each Lot Owner shall be liable for Common Expenses based upon each Lot Owner's Common Area Percentage Interest calculated as provided in the Declaration (the "Base Assessment"). The Board shall at all times establish and maintain an adequate reserve fund and an operating fund for the periodic maintenance, repairs and replacement of Improvements to the Easement Areas and Drainage Facilities and other areas that the Association may be obligated to maintain. The operating fund shall be funded through the regular assessment of the Lot Owners for the Base Assessment and shall not be deemed to be common profits available for distribution. Assessment of the Base Assessment shall be allocated to the Lot Owners pro rata on a calendar year basis.

B. In addition to the foregoing (and not in substitution thereof), to ensure that the Association will have the funds to meet unforeseen expenditures or to purchase any services, the Association shall capitalize the reserve fund described in Section 4A above, with a payment of \$500.00 from the purchaser of each Lot upon the initial sale of that Lot.

C. In addition to the foregoing (and not in substitution thereof), the Association may, to such extent as the Board deems advisable, set aside common funds of the Association as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of Section 6 of these Bylaws, for repair, rebuilding or restoration of the Common Areas, Easement Areas and Drainage Facilities, or for Improvements thereto, and for replacement of those Common Areas, Easement Areas and Drainage Facilities, and other proper contingencies. The funds so set aside shall not be deemed to be common profits available for distribution.

D. The Board shall have the power to levy specific assessments against a particular Lot to cover costs incurred in bringing a Lot or Unit into compliance with the Village Hill Standards or costs incurred as a consequence of the conduct of the Lot Owner or occupants of the Lot or Unit, their agents, contractors, employees, licensees, invitees or guests ("Specific Assessments"); provided, except with respect to costs incurred in any emergency situation, the Board shall give the Lot Owner prior written notice and an opportunity for hearing, in accordance with these By-Laws, before levying any Special Assessment under this Subsection D of Section 4.

E. Special Assessments that are made to pay the cost of maintaining or bringing any portion of the Property into compliance with any applicable governmental requirements, including without limitation the requirements of the Special Permit Decision and/or the Subdivision Approval Conditions, shall be made by vote of a majority of the members of the Board at a meeting at which a quorum is present. All other Special Assessments shall only be made by an affirmative vote of seventy five (75%) percent of the total number of Units.

F. At least thirty (30) days prior to the commencement of each fiscal year of the Association, the Board shall estimate the Common Expenses expected to be incurred during such fiscal year, together with reasonable provision for contingencies and reserves, and for the reserve funds mentioned in Subsection C of this Section 4 and, after taking into account any undistributed common profits from prior years, shall determine the assessment for Base Assessment to be made for such fiscal year. The Board shall promptly furnish copies of each budget on which such assessment is based to all Lot Owners. The Board shall promptly render statements to the Lot Owners for the respective shares of such assessment, and each Lot Owner thereafter shall pay one twelfth of his or her Base Assessment monthly, in advance, on or before the first day of each month. The Board shall not be obligated to render monthly statements. In the event that, at any time and from time to time, the Board shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred or to be incurred, including, but not limited, to provisions for proper reserve funds, the Board shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect on the date and as otherwise set forth in such statements. The Board may, in its discretion, provide for payments of such supplemental assessment statements in monthly or other installments. The Board shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses.

G. The amount of each such statement, for regular or supplemental assessments, together with interest thereon, if not paid when due, at a rate of twelve percent (12%) per annum, together with all expenses, including reasonable attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the Lot of the Lot Owner assessed and may be enforced in the manner set forth in M.G.L. c. 254. The Board shall take action to collect any Common Expenses and Base Assessment due from any Lot Owner that remain unpaid for more than thirty (30) days from the due date thereof. In the event of any suit or foreclosure by the Board, the Board shall be entitled to interest the rate set forth above and all costs of collection, suit and foreclosure, including reasonable attorneys' fees. In addition to the lien in favor of the Board for assessments for Common Expenses and assessments, such assessments shall also be the personal obligation of the Lot Owner at the time the assessment fell due.

H. The Board shall promptly provide any Lot Owner, or any potential buyer of a Lot who has a duly executed Purchase and Sale Agreement for the acquisition of a Lot, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such Lot, signed and acknowledged in proper form for recording, upon the written request of such Lot Owner or buyer or mortgagee or attorney. Notwithstanding anything to the contrary in these By-Laws or the Declaration, such statements may be executed (i) by the manager of the Declarant if the Declarant appoints the Board or (ii) by the Managing Agent or chair of the Board. Recording such statement in the Hampshire Registry of Deeds shall discharge the Lot from any claim for any other sums unpaid not enumerated as of the date of such statement.

I. Any first mortgagee who obtains title to a Lot, pursuant to the remedies provided in its mortgage or foreclosure of its mortgage, will not be liable for such Lot's unpaid dues, common charges, or assessments (including interest and costs of collection and legal fees relating to the collection thereof) that accrue prior to the acquisition of title to such Lot by the mortgagee. Any such delinquent assessments that were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all Lots as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot for liability for, nor the Lot from the lien of, any assessments made thereafter.

5. Insurance

A. Until such time as the Board is no longer comprised exclusively of Directors appointed by the Declarant (i.e., thirty days after the sale of the last Lot), the Declarant may, but shall not be obligated, to provide insurance on behalf of the Association, by naming the Association as an additional insured on Declarant's own insurance policies. To the extent that such premiums can be allocated, on a pro rata basis, to individual Lot Owners, the Lot Owners shall promptly pay their share of such premiums as a Common Expense.

B. After such time as the Board is no longer comprised exclusively of Directors appointed by the Declarant (i.e., thirty days after the sale of the last Lot), the Board shall obtain and maintain, to the extent obtainable, the following insurance and the Lot Owners shall promptly pay premiums thereon as a Common Expense:

- (1) comprehensive general liability insurance covering all Common Areas, Easement Areas and Drainage Facilities and any other areas under the supervision of the Association, in such amounts and with such coverage as the Board shall from time to time determine, with a combined single limit for both personal injury, death and property damage, of not less than one million dollars (\$1,000,000.00), but at least covering each member of the Board, the Managing Agent (defined in Section 23, below), if any, and each Lot Owner and with cross-liability endorsement to cover liabilities of the Association to a Lot Owner, and a severability of interest provision precluding the insurer's denial of a Lot Owner's claim because of negligent acts by this Association or other Lot Owners; and
- (2) such other insurance as the Board may determine.

Any such insurance obtained and maintained by the Board pursuant to the provisions of this Section 5(B) may have a deductible amount to be determined from time to time by the Board (but in no event shall such deductible amount be greater than the lesser of ten thousand dollars (\$10,000.00) or one percent (1%) of the policy face

amount), who shall simultaneously specify, in writing with notice to all Lot Owners, how and by whom the amount of the deductible shall be paid in the event of a loss.

All insurance obtained and maintained by the Board shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA"), so long as FHLMC or FNMA hold one or more mortgages on Lots in the Association or any interest therein.

C. The Association shall carry fidelity bonds in blanket form for all officers, directors, Board and employees of the Association and all other Persons handling or responsible for funds administered by the Association whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or the Managing Agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds, or one and one-half (1½) times the insured's estimated annual operating expenses and reserves, whichever is greater.

- (i) The fidelity bonds shall name the Association as an obligee;
- (ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of Persons serving without compensation from the definition of "employees" or similar terms or expression; and
- (iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and to the Mortgagees that are listed as scheduled holders of first mortgages in the insurance policy.

D. The cost of all such insurance obtained and maintained by the Board pursuant to the provisions of this Section 5 shall be a Common Expense of the Association.

E. Each Lot Owner may carry insurance at his or her own expense for his or her own benefit.

F. Nothing shall be done or kept in any Lot or in the Common Areas, Easement Areas and Drainage Facilities that will increase the rate of insurance without the prior written consent of the Board, unless the Lot Owner responsible for such increase shall agree to pay the amount of such increase.

6. **Rebuilding and Restoration**

A. In the event of damage to or destruction of the Common Areas or Easement Areas and Drainage Facilities as a result of storm or other casualty, the Board shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Board on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Board on account thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event that the insurance proceeds are not sufficient to cover the cost of repairs to the Common Areas or Easement Areas and Drainage Facilities, the balance of the cost of such repairs to each Lot will be assessed against all Lot Owners as a Common Expense.

C. The Board may perform emergency work essential to the preservation and safety of the Association, including all parts of the Common Areas or Easement Areas and Drainage Facilities, or the safety of Persons, or required to avoid the suspension of any essential service to the Association, including all parts of the Easement Areas and Drainage Facilities.

D. Subject always to the prior rights of the Lot mortgagees, if there shall have been a repair or restoration pursuant to the foregoing, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Association's reserve fund or, at the option of the Board, divided among and distributed to all the Lot Owners in proportion to Common Area Percentage Interests in the Common Areas, Easement Areas and Drainage Facilities.

7. **Condemnation – Eminent Domain**

In the event of a total or partial taking under the powers of eminent domain, the Lot Owners shall be represented by the Association, acting through the Board. In the event of a partial taking, the award shall be allocated to the respective Lot Owners according to their Common Area Percentage Interests, except as to such portion or portions of the award that are attributable to direct or consequential damages suffered by particular Lots as determined by the Court, which shall be payable to such Lot Owners or their mortgagees, as their interests may appear. Subject always to the prior rights of the Lot Mortgagees, in the case of a total taking of all Lots and the Common Areas, Easement Areas and Drainage Facilities, the entire award shall be payable to the Board to be distributed to the Lot Owners and their mortgagees in accordance with their respective Common Area Percentage Interests.

Upon any petition to accept any Roadway Easement as a public way, no compensation from the City shall be required and no Lot Owner shall be entitled to any compensation for such acceptance.

8. **Improvements**

A. If fifty percent (50%) or more but less than seventy-five percent (75%) of the Common Area Percentage Interests of the Lot Owners agree to make an Improvement to the Common Areas or Easement Areas and Drainage Facilities, the cost of such Improvement shall be borne solely by the Lot Owners so agreeing.

B. Seventy-five percent (75%) or more of the Common Area Percentage Interests of the Lot Owners may agree to make an Improvement to the Common Areas or Easement Areas and Drainage Facilities and assess the cost thereof to all Lot Owners as a Common Expense.

C. Notwithstanding the foregoing Sections 8(A) and (B), prior to the sale of all of the Lots, Declarant may make any Improvement to the Easement Areas and Drainage Facilities as deemed necessary by the Declarant, in its sole discretion, for the development of the Property, with the costs for such improvements assessed to all Lot Owners as Common Expenses.

9. **Permitted Uses and Restrictions**

A. All of the permitted uses, obligations and restrictions set forth in Article III of the Declaration, including without limitation all Use Restrictions and Rules, are incorporated herein by reference in their entirety.

10. **Rules and Regulations**

A. Upon the sale of the first Lot that will have a Commercial Building or at anytime thereafter, the Board may adopt Rules and Regulations (the "Rule and Regulations") governing the details of the operation and use of the Common Areas or Easement Areas and Drainage Facilities and containing such restrictions on, and requirements respecting the use and maintenance of, the Common Areas or Easement Areas and Drainage Facilities as are consistent with the provisions of the Declaration and designed to prevent unreasonable interference with the use by the Lot Owners of the Common Areas, Easement Areas and Drainage Facilities.

B. The Board shall administer such Rules and Regulations in addition to the Use Restriction and Rules.

C. The Board may at any time and from time to time amend, rescind and waive any or all such Rules and Regulations.

D. Any Rules and Regulations adopted by the Board shall be consistent in all respects with the provisions of the Declaration, the Use Restrictions and Rules and the By-Laws. In the event of any conflict between any such Rules and Regulations and the provisions of the Declaration, the Use Restrictions and Rules and/or these By-Laws, the provisions of the Declaration, the Use Restrictions and Rules and/or these By-Laws, as applicable, shall control.

E. Notwithstanding the foregoing provisions of this Section 10:

- (i) The Board shall furnish copies of any new Rule or Regulation, or amendment of any existing Rule or Regulation, to the Lot Owners prior to the time when such new Rule or Regulation, or amendment, as the case may be, shall become effective; and
- (ii) After such time as the Board is no longer comprised exclusively of Directors appointed by the Declarant (i.e., thirty days after the sale of the last Lot), the Lot Owners, by vote of a majority of Units, may at any time and from time to time rescind, amend or waive any rule or regulation promulgated by the Board (including but not limited to the initial Rules and Regulations referred to hereinabove); and
- (iii) Any waiver, revision, amendment, adoption or enforcement of a Rule or Regulation whether by the Board or the Lot Owners as hereinbefore set forth, shall be uniformly binding upon all Lot Owners.

F. The Board may enforce any violation of the Declaration in the same manner and to the same extent as any violation of the Rules and Regulations. Any such enforcement shall not be a bar to enforcing such a violation by an equitable action seeking enforcement of the provisions of the Declaration.

11. Restrictions

In addition to the Use Restrictions and Rules and any Rules and Regulations adopted by the Board, the following restrictions shall apply:

A. No unregistered vehicle shall be parked on the Roadway Easement for more than twenty-four (24) hours. No unregistered vehicle shall be parked or stored on any Lot for more than thirty (30) days, unless stored in an enclosed garage. In such case, only one (1) such vehicle may be properly parked or stored on any Lot.

B. No boat, trailer or tractor shall be stored or parked on any Lot for more than thirty (30) days, except that each Lot Owner may properly cover, secure and store one such vehicle on a Lot for more than thirty (30) days provided it is stored in an enclosed garage.

C. All landscaping and lawn maintenance shall be performed in a manner consistent with the appearance of other Lot Owners' properties. Dead or diseased shrubs and trees shall be promptly removed and lawns will be regularly cut and maintained.

12. Meetings of the Board and Lot Owners

A. The Board shall meet annually on the date of the Annual Meeting of the Lot Owners. Other meetings may be called by any Director, and in such other manner as the Board may establish, provided, however, that written notice of each meeting, shall be given at least five (5) days before such meeting to each member of the Board. All meetings shall be conducted in accordance with such rules as the Board may adopt.

B. There shall be an annual meeting of the Lot Owners on the second Wednesday of April in each year at 7:00 p.m. or at such reasonable place and time (not more than twenty-one (21) days before or after said date) as may be designated by the Board by written notice given to the Lot Owners at least fourteen (14) days prior to the date so designated (the "Annual Meeting").

Special meetings of the Lot Owners may be called upon the written request of any three (3) Lot Owners. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board to the Lot Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Lot Owners, the Board shall submit reports of the management and finances of the Association. Whenever at any meeting the Board proposes to submit to the Lot Owners any matter with respect to which approval of or action by the Lot Owners is necessary or appropriate, the notice of such meeting shall state and reasonably specify such matter. A quorum of Lot Owners shall consist of a majority of the total Units then in existence. No action may be taken by the Lot Owners at any meeting at which is quorum of Lot Owners is not present.

C. Any Director or Lot Owner may at any time waive notice of any meeting in writing, and such waiver shall be deemed equivalent to giving such notice. Attendance at any meeting by a Director or Lot Owner without objection to lack of notice shall constitute a waiver of notice by such Director or Lot Owner. If all of the Directors are present at any meeting of the Board or if all of the Lot Owners are present at any meeting of the Lot Owners, respectively, no notice shall be required, and any business may be transacted at such meeting of the Board or Lot Owners, respectively.

D. Written or recorded minutes of all meetings and all actions taken at a meeting shall be kept and be available to all Lot Owners. The Chair or Vice Chair shall appoint a Secretary to serve during each meeting of the Board or the Lot Owners for the purpose of taking such minutes.

13. Amendments

A. An amendment to these Bylaws may be proposed by the Board, or by Lot Owners having one-third (1/3) of the Units then in existence subject to the provisions of the Declaration and these By-Laws. An amendment proposed by Lot Owners shall be submitted to the Board sufficiently in advance of an annual meeting or any special meeting to be included in the notice of that meeting. Notice of the proposed amendment, including its text and a succinct statement by the proponents of its purpose and any brief rebuttal submitted to the Board, shall be included in the notice of the meeting at which the proposed amendment is to be considered. Any amendment of these By-Laws shall require the approval of Lot Owners owning not less than seventy-five (75%) percent of the Units.

B. No amendment shall change any Lot Owner's Common Area Percentage Interests, or change the voting rights of Lot Owners, unless the amendment is executed by: (i) all of the Lot Owners, and (ii) all record holders of any liens thereon.

C. Notwithstanding the provisions of the foregoing subsections A and B, the Declarant has expressly reserved the power to amend these By-Laws, the Declaration and Exhibit A to the Declaration and these By-Laws at anytime during the Declarant Control Period, as determined by the Declarant from time to time. The Common Area Percentage Interests of each Lot Owner may be amended or changed by the Declarant up to the sale of the final Lot, as provided in Articles VI and VII of the Declaration.

D. So long as the Declarant owns one or more Lot, no instrument of amendment shall be of any force or effect until the same has been assented to in writing by the Declarant.

E. Following the recording of these By-Laws in the Hampshire County Registry of Deeds, any further amendment shall become effective upon the passage thereof in accordance with this Section 13 and the provision of written notice of the passage thereof by the Board to all of the Lot Owners, including with such written notice the text of the Amendment.

14. Notices to Lot Owners

Every notice to any Lot Owner required under the provisions hereof, or that may be deemed by the Board necessary or desirable in connection with the execution of the Association created hereby or that may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Board to such Lot Owner by leaving such notice with him or her at his or her residence in the Association or by mailing it, postage prepaid, addressed to such Lot Owner at his or her address as it appears upon the records of the Board, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, unless a different period for the giving of such notice is specified in these Bylaws.

15. Inspection of Books; Reports to Lot Owners

The Board shall keep detailed records of its actions, minutes of its meetings, minutes of the meetings of the Lot Owners, and financial records and books of account of the Association, including a chronological list of receipts and expenditures, as well as a separate account for each Lot, which, among other things, shall contain the amount of each assessment of Common Expenses against such Lot, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Declaration, these By-Laws, the Use Restrictions and Rules and Regulations, and site plans of the Property, as the same may be amended from time to time, shall be maintained at the office of the Board or its Managing Agent. All of the foregoing records, accounts and documents shall be available for inspection by Lot Owners, their authorized agents, and lenders, mortgagees, holders, insurers and guarantors of any mortgage on any Lot at all reasonable times. "Available" shall mean available for inspection, upon 48 hours written notice, during normal business hours or under other reasonable circumstances. The Board shall, within sixty (60) days after the close of each fiscal year, or more often, if convenient to them, submit to the Lot Owners a report of the operation of the Common Area for such year, which shall include financial statements in such summary form and in such detail as the Board shall deem proper. Except in the case of fraud, committed by any Director, any Person (other than a mortgagee or mortgage insurer or guarantor) who has been furnished with such report and shall have failed to object thereto by notice in writing to the Board, given by registered or certified mail within a period of sixty (60) days of the date of receipt by him or her, shall be deemed to have assented thereto.

16. Agreements, Contracts, Deeds, Checks and Notes

After the Declarant no longer serves as the Board, all agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the chair or vice chair after the approval thereof by the Board or by the Managing Agent to whom such power may, at any time or from time to time, be designated by not less than a majority of the Board. All vouchers for the payment of any Common Expense shall be approved by not less than two (2) or more members of the Board.

While the Declarant serves as the Board, all agreements, contracts, deeds, leases, checks, checks, drafts and other instruments may be authorized and executed pursuant to the Declarant's internal procedures governing transaction approvals.

The Board may delegate to the Managing Agent authority to execute checks up to \$25,000 on behalf of the Association.

17. Seal

The Board may, at any time or from time to time, at its discretion, adopt a seal circular in form bearing the name of this Association or a common or wafer seal, which shall be valid for all purposes.

18. Fiscal Year

The fiscal year of the Association shall end on December 31 in each year or such other date as may from time to time be determined by the Board.

19. Violations by Lot Owners

The violation of any Rule or Regulation adopted by the Board, or the breach of any of these Bylaws, or the breach of any provisions of the Declaration or any provision of a Lot Owner's Lot or Unit Deed shall give the Board the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, or both, the continuance of any such breach. In addition to the foregoing, and not in substitution therefor, the Board shall have the power to levy fines against Lot Owners for such violations. No fine may be levied for more than fifty dollars (\$50.00) for any one violation, but each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Lot Owner or Lot Owners involved as if the fines were Common Expenses owed by the particular Lot Owner or Lot Owners. In the case of persistent violations by a Lot Owner, the Board shall have the power, after notice and a hearing pursuant to Section 22 hereof, to require such Lot Owners to post a bond to secure adherence to the Declaration, these By-Laws, the Use Restrictions and Rules and Regulations or such Lot Deed.

20. Violation of Law

No noxious or unlawful activity shall be carried on in any Lot or Unit in the Easement Areas and Drainage Facilities or any other Common Area, nor shall anything be done therein, either willfully or negligently, that may be or become unreasonably annoying to the other Lot Owners or occupants. No Lot Owner shall make or permit any disturbing noises by himself or herself, his or her family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such Persons that will unreasonably interfere with the rights, comforts or conveniences of other Lot Owners or occupants.

21. Signs

In accordance with the provisions of Section 21.2 of the Use Restrictions and Rules, and except as may otherwise be determined by the Board, the Association shall permit and hereby approves the installation of business, professional, commercial or other signs, whether designed for profit, altruism or otherwise, which may be maintained on any Lot provided that any such signs are in conformance with the City of Northampton's zoning laws, together with "For Sale," "For Rent," or "For Lease" signs on a Lot Owner's Lot during the time the property is actively marketed. The sign shall be removed as soon as the property has been sold. The Declarant shall be permitted to maintain "For Sale", "For Rent" or "For Lease" signs during such time as the Declarant

owns one or more Lots and any Mortgagee who may become the Owner or mortgagee in possession of any Lot may also maintain such signs.

22. Right to Notice and Hearing

Whenever these Bylaws require that an action be taken after "Notice and Hearing," the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Board. The Board shall give written notice of the proposed action to all Lot Owners or occupants of Lots whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Board to ensure prompt and orderly resolution of the issues. The affected Person shall have the right to question the Board and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach by the affected Person of any provision of the Declaration, the Association's actions or the Bylaws and Rules and Regulations thereto, or any Lot deed, the affected Person shall be informed with specifics of the exact nature of the violation and of the provision that he or she has allegedly violated, and the affected Person shall have the right to question any witness to such alleged violation. The Board need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Board, the affected Person, or any affected Lot Owners or occupants to bring legal action with respect to the subject matter of any hearing or any decision of the Board.

23. Managing Agent

The Board may employ for the Association a managing agent and/or a manager (the "Managing Agent") at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in subsections 2, 3, 4, 6, 9, 10, 11 and 12 of Section 2(B). The Board may delegate to the manager or Managing Agent all of the powers granted to the Board by these Bylaws other than the powers set forth in subsections 5, 7, 8, 13, 14 and 17 of Section 2(B).

24. Personal Liability

The Directors shall not be personally liable for any debt, liability or obligation of the Association. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the Association may look only to the funds and property of the Association for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Association.

25. Indemnification

The Association shall, to the extent legally permissible indemnify each of its Directors, officers, employees and other agents (including Persons who serve at its request as Directors, officers, employees or other agents of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Director, officer, employee or agent, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Association; provided, however, that as to any matter disposed of by a compromise payment by such Director, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Association, after notice that it involves such indemnification: (a) by a disinterested majority of the Directors then in office; or (b) by a majority of the disinterested Directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such Director, officer, employee or agent appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Association; or (c) by a majority of the Units held by disinterested Lot Owners entitled to vote, voting as a single class. Expenses including counsel fees, reasonably incurred by any such Director, officer, trustee, employee or agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Association in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the Association if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Director, officer, employee or agent may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "Director", "officer", "employee", and "agent" include their respective heirs, executors and administrators, and an "interested" Director is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

26. Prohibited Activities

A. The Association shall not participate or intervene directly or indirectly in any political campaign on behalf of or in opposition to any candidate for public office.

B. No substantial part of the activities of the Association shall be attempting

to influence legislation by propaganda, hiring a lobbyist or otherwise, or contacting, or urging the public to contact, members of a legislative body for the purpose of proposing, supporting or opposing legislation.

27. Conflict of Interest and Ethical Practices

A. Conflict of Interest. If any officer, or member of the Board has a financial interest in any contract or transaction involving the Association, such individual shall not participate in the evaluation or approval of such contract or transaction. Such individual must disclose such conflict to the Association. Upon such disclosure being made, the contract or transaction shall not be voidable if the Board in good faith authorized the contract or transaction by the affirmative vote of the majority of the disinterested Directors of the Board present at the meeting, provided a quorum is present, or if the votes of the disinterested Directors are insufficient to constitute an act of the Board, by the unanimous vote of the disinterested Directors, provided the contract or transaction is fair to the Association at the time it is authorized.

B. Ethical Practices. The Board may adopt a written code of conduct and ethical practices for the Association which may contain the requirement that each officer, member of the Board of Directors and each key employee or agent of the Association annually agree in writing to abide by such code.

28. Notice to Declarant and Association

A. Notice Regarding Design Review:

Requests for Design Approval pursuant to Article V of the Declaration shall be sent to the Declarant in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery or (iii) delivered in person as follows:

Hospital Hill Development, LLC
c/o Massachusetts Development Finance Agency
160 Federal Street 7th Floor
Boston, MA 02110
Attn: Executive Vice President for Real Estate

With a copy to: Massachusetts Development Finance Agency
160 Federal Street
7th Floor
Boston, MA 02110

B. Notice to Association Board:

During the Declarant Control Period, all notices to the Association Board shall be sent in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery or (iii) delivered in person as follows:

Hospital Hill Development, LLC
c/o Massachusetts Development Finance Agency
160 Federal Street, 7th Floor
Boston, MA 02110
Attn: Executive Vice President for Real Estate

With a copy to: Massachusetts Development Finance Agency
160 Federal Street, 7th Floor
Boston, MA 02110
Attn: General Counsel

C. Notice Following Declarant Control Period:

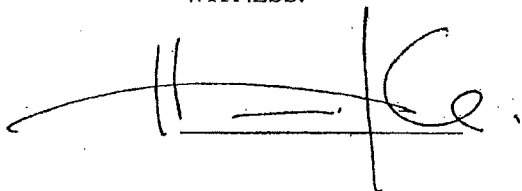
Prior to the end of the Declarant Control Period, the Declarant shall supplement the provisions of this Section 28 and provide to each Lot Owner addresses for the purpose of sending notices to any Managing Agent engaged by the Association and/or the Association Board following the end of the Declarant Control Period.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
THE SIGNATURE PAGE IS THE NEXT PAGE.]**

Amended and Restated By-Laws of VILLAGE AT HOSPITAL HILL – NORTH
ASSOCIATION, adopted this 26th day of September, 2008.

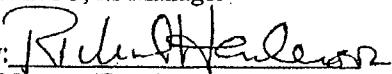
WITNESS:

VILLAGE AT HOSPITAL HILL – NORTH
ASSOCIATION



By: HOSPITAL HILL DEVELOPMENT LLC,
as Declarant

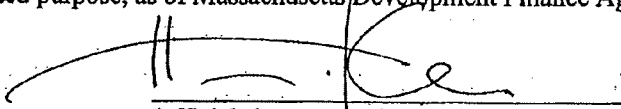
By: MASSACHUSETTS
DEVELOPMENT FINANCE
AGENCY, its Manager

By: 
Name: Richard Henderson
Title: Executive Vice President for
Real Estate

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 26th day of September, 2008, before me, the undersigned notary public,
personally appeared, proved to me through satisfactory evidence of identification, which
was my personal knowledge of the identity of the principal, to be the person whose name
is signed on the preceding or attached document, and acknowledged to me that he signed
it voluntarily for its stated purpose, as of Massachusetts Development Finance Agency.


(official signature and seal of notary)
My commission expires _____

HANNAH L. KILSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 28, 2012

EXHIBIT A

Calculation of Common Area Percentage Interests

1. Introduction. The Common Area Percentage Interest of each Lot shall initially be calculated in relation to each Lot based upon the total number of Units that are proposed to exist at the Property and shall be finally established based upon the total number of Units that actually exist at the Property following the complete development of the Property. The total number of Units that are proposed to exist with respect to the Property have been calculated in accordance with the applicable provisions of the Master Plan (the "Proposed Unit Totals"). The Proposed Unit Totals are more particularly described on Exhibit A-1, which is attached hereto and made a part hereof. The Proposed Unit Totals are subject to change based upon changes in the Master Plan and/or changes in the overall development concept with respect to the Property, and the final total of Units that exist with respect to the Property may be greater than or less than the Proposed Unit Totals shown on Exhibit A-1.
2. Calculation of Common Area Percentage Interests. The Common Area Percentage Interests applicable to each Lot shall be calculated initially by the Association as of the date of recording of this Declaration with respect to each Lot owned by a party other than the Declarant (a "Third Party Lot") based upon the number of Units that exist at each such Third Party Lot as a percentage of the total of the Projected Unit Totals of three hundred twenty-one (321) units shown on Exhibit A-1. The Common Area Percentage Interests calculated in such manner shall form the basis for the payment by the Owners of Third Party Lots of Common Expenses assessed by the Association. Common Area Percentage Interests shall be recalculated by the Association as new Units are created with respect to Third Party Lots within thirty (30) days following the issuance of a Certificate of Use and Occupancy with respect to each new Unit created on a Third Party Lot following the date of this Declaration, and the Association shall send written notice of such calculation to the affected Lot Owner within such thirty (30) day period. The Owner of each such Third Party Lot where new Units are created shall be required to pay Common Expenses based upon such Common Area Percentage Interest effective thirty (30) days following the creation of each such Unit on a Third Party Lot.
3. Payment of Common Expenses by Declarant. Until the completion of the development of the Property, the Declarant shall pay a proportionate part of the Common Expenses (the "Declarant's Share"). The Declarant's Share shall be that percentage of the actual Common Expenses equal to the product of the total land area of the Property owned by the Declarant as a percentage of the total land area of the Property calculated by the Association as of the date of this Declaration and within thirty (30) days following the sale by the Declarant of any portion of the Property to a Third Party Owner. The total land area of the Property is set forth on Exhibit A-1. The Declarant's Share shall constitute the basis for the payment by the Declarant of that percentage of the actual Common Expenses incurred by the Association that is equal to the Declarant's Share. Within thirty (30) days following the sale by the Declarant of any portion of the Property to a Third Party Owner, the Declarant's Share shall be recalculated as provided herein.

In addition, effective thirty (30) days following the date of any such sale of any portion of the Property by the Declarant to a Third Party Owner, the Third Party Owner shall be required to pay a proportionate part of the actual Common Expenses incurred by the Association equal to the land area of the Property purchased by the Third Party Owner from the Declarant as a percentage of the total land area of the Property (the "Third Party Share"). The Third Party Owner shall pay the Third Party Share of the actual Common Expenses incurred by the Association until the creation of Units on the Third Party Owner's Lot, and following the creation of such Units the Third Party Owner's Common Area Percentage Interest shall be calculated as provided in Paragraph 2 above based upon the number of Units that exist on such Third Party Owner's Lot.

4. Recalculation of Declarant's Share Based on Developable Land Area. In the event that an amendment to the Master Plan sets forth the land area of the Property that is developable, as hereinafter defined, the calculation of the Declarant's Share shall be based on the total developable land area owned by the Declarant as a percentage of the total developable land area of the Property, and the Third Party Share shall be based on the total developable land area owned by the Third Party as a percentage of the total developable land area of the Property, both as calculated by the Association. As used herein, "developable land area" shall mean that portion of the Property that can be improved through the construction and installation of roadways, sidewalks, buildings, structures and other improvements, including landscaping. In the event of any such amendment of the Master Plan that sets forth the developable land area of the Property, the Declarant shall record in the Registry an amended Exhibit A-1 that shall set forth the total developable land area of the Property and the total overall developable land area of the Property. The calculation of the Declarant's Share and the Third Party Share based upon total developable land area as set forth therein shall be effective thirty (30) days following the recording of an amended Exhibit A-1 in the Registry and notification thereof to the Association. All of the other provisions set forth in this Exhibit A with respect to the calculation of the Declarant's Share and the Third Party Share of Common Expenses incurred by the Association shall remain as set forth in Paragraph 3, subject only to the potential modification of the Declarant's Share and the Third Party Share based upon developable land area set forth in this Paragraph 4.

EXHIBIT A-1

Projected Total Number of Units Based upon Master Plan

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 20	12	3.74%
Lot 17	33	10.28%
Moser St. Mansions	15	4.67%
Morningside	11	3.43%
Eastview	12	3.74%
Lot 21	8	2.49%
Lot 23	24	7.48%
Lot 25	8	2.49%
E. Village Hill Apts.	8	2.49%
W. Village Hill Apts.	8	2.49%
Moser Townhomes	13	4.05%
Olander Townhomes	7	2.18%
Ford Crossing Townhomes	8	2.49%
Ford Crossing Apts.	6	1.87%
Musante Drive Apts.	4	1.25%
Other Residential	20	6.23%
Subtotal	197	61.37%
Commercial		
Lot 18 Office	27	8.41%
Lot 19 Assisted Living	40	12.46%
Lot 20 Office/Retail	7.5	2.34%
Lot 14	33	10.28%
Coach House	16.5	5.14%
Subtotal	124	38.63%
Total	321	100.00%

North Campus Area by Lot
Based on Subdivision Plans recorded in the Registry

Lot #	Area SF	Area Acres	% of North Campus
13A	2,476,773	56.86	74.39%
14	82,354	1.89	2.47%
17	86,662	1.99	2.60%
18	36,465	0.84	1.10%
19	102,671	2.36	3.08%
20A	17,603	0.40	0.53%
21	24,708	0.57	0.74%
22	24,158	0.55	0.73%
23	38,100	0.87	1.14%
24	105,370	2.42	3.16%
25	9,365	0.22	0.28%
A	29,270	0.67	0.88%
B	30,184	0.69	0.91%
Subdivision Roads	265,661	6.10	7.98%
TOTAL	3,329,344	76.43	100%

ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
 MARIANNE L. DONOHUE

STATUS UPDATE FOR PURSUIT OF REPAYMENT OF CHARGED OFF AWARDS

[illegible]

**THE VILLAGE AT HOSPITAL HILL
NORTHAMPTON, MASSACHUSETTS**

OPERATION AND MAINTENANCE PLAN

The following O & M Plan has been developed to comply with DEP's Stormwater Management Policy. The responsibilities outlined in the O & M Plan run with ownership of the property.

Responsible Party:

Owner/Operator: Hospital Hill Development, LLC.
 c/o Mass Development
 1441 Main Street
 Springfield, MA 01103

Hospital Hill Development, LLC., or their successors shall maintain ownership of the on-site stormwater management system as well as the responsibility for operation and routine maintenance during the post-development stages of the project. This O & M Plan outlines the various Best Management Practices (BMPs) associated with the proposed project and identifies the relevant maintenance tasks to be undertaken as well as a corresponding schedule for inspection and maintenance activity.

Infiltration Basin Maintenance

Ensure proper function in initial months of operation:

- Observe at several intervals during and after small and large rain storms to ensure that the basin is functioning as intended. Note how long water remains standing in basin after storm events and how well the water infiltrates over a period of 48 to 72 hours. Repair items such as upland sediment erosion, excessive compaction of soils and low spots which may cause clogging.

Semi-annually inspect the basins for proper functioning:

Look for:

- Subsidence, erosion, cracking or tree growth on embankment;
- Accumulation of sediment within the basin;
- Condition of riprap; and
- Health of the turf

Semi-annually:

- Mow the side slopes of the embankment; and
- Remove trash and debris

As necessary:

- Remove sediment from the basin at least once every ten years;

- Dispose and transport accumulated sediment off-site in accordance with local, state and federal guidelines and regulations;
- Re-seed during the growing season;
- Any required modifications to the detention basin or the contributing watershed shall be reported to the Conservation Commission as the issuing authority.

Deep Sump and Hooded Catch Basins and Water Quality Inlets

Semi-annually:

- Remove accumulated sediment and hydrocarbons during the late winter/early spring and late spring/early summer; and
- Dispose and transport accumulated sediment off-site in accordance with applicable local, state, and federal guidelines and regulations.

As necessary:

- Remove accumulated debris

Subsurface Infiltration System Maintenance (StormTech Units)

Ensure proper function in initial months of operation:

- Observe at several intervals during and after small and large rain storms to ensure that the infiltration system is functioning as intended. Note how long water remains standing in basin after storm events and how well the water infiltrates over a period of 48 to 72 hours. Repair items such as upland sediment erosion, excessive compaction of soils and low spots which may cause clogging.

Annually:

- Inspect infiltration system 24 and 48 hours after an approximate 1" storm event to be sure that the system is functioning properly.

Semi-annually inspect the units for proper functioning:

Look for:

- Accumulation of sediment within all infiltrator components.
- Proper infiltrations of stormwater.

Semi-annually:

- Remove trash and debris
- Remove accumulated sediment and hydrocarbons from water quality inlets, header pipes and outlet control weirs during the late winter/early spring and late spring/early summer; and
- Dispose and transport accumulated sediment off-site in accordance with applicable local, state, and federal guidelines and regulations.

As necessary:

- Remove sediment from at least once every ten years;
- Dispose and transport accumulated sediment off-site in accordance with local, state and federal guidelines and regulations.

Detention Basin/Water Quality Swale

Inspect at least once a year to ensure that the basins and swales are operating as intended:

- observe at several intervals during and after small and large rain storms to ensure that the basin is functioning as intended. Proper function shall include discharge through the outlet device during runoff occurrence, temporary retention after runoff ceases and infiltration within the anticipated time period.
- inspect outlet control structure for evidence of clogging

Look for:

- subsidence, erosion, cracking or tree growth on embankment
- accumulation of sediment within the basin
- adequacy of the inlet/outlet channel erosion control measures
- condition of the inlet channel and drainage swale
- erosion within basin and banks of swale

Semi-annually:

- mowing of the side slopes and embankment to a height of 4 inches
- removal of trash and debris

As necessary:

- removal of sediment from the basins and swales as necessary and at least once every ten years
- disposal of accumulated sediment will be transported off-site in accordance with local, state and federal guidelines and regulations
- re-seed during the growing season
- repairs will be made immediately

any required modifications to the detention basin or the contributing watershed shall be reported to the Conservation Commission as the issuing authority

Parking Lot Sweeping

Sweeping of paved areas will take place two times during the year.

- Sweep access driveways and parking lots.
- Accumulated sediment will be transported and disposed off-site in accordance with applicable local, state and federal guidelines and regulations.

Snow and Snowmelt Management

The use of salt on the proposed parking lot shall no time exceed state or local specifications.

Snow removal and storage:

- Place plowed snow outside wetland resource areas; and
- Remove accumulated sediments from snow storage areas every spring.

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**Village at Hospital Hill- North
Supplemental Declaration**

This Supplemental Declaration is made as of this 2nd day of November, 2009, by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1 (the "Declaration").

B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.

C. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration, upon the terms and conditions set forth in the Declaration.

D. The Grantor desires to create a District pursuant to this Supplemental Declaration, upon the terms and conditions hereinafter set forth.

In furtherance of the foregoing, the Grantor hereby creates a District with respect to a portion of the Property that is subject to the Declaration upon the terms and conditions hereinafter set forth, as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.

2. Description of Property Subject to Supplemental Declaration. That portion of the Property that shall be subject to this Supplemental Declaration and shall constitute a District established pursuant to the Declaration consists of Lot B-1, as more particularly described in the plan entitled "Village Hill Northampton, Massachusetts Definitive Subdivision Plan", dated March 26, 2007, as revised, prepared by the Berkshire Design Group, Inc., Four Allen Place, Northampton, Massachusetts, recorded in the Hampshire County Registry of Deeds at Plan Book 216, Pages 71 through 96, inclusive (the "Subdivision Plans"). The Subdivision Plans are part of the Plans more particularly described in the Declaration. Lot B-1 (the "First District Property") is hereby designated by the Grantor as a separate District (the "First District"), effective on the Effective Date hereinafter described, upon the terms and conditions set forth in this Supplemental Declaration.

3. Effective Date. The creation of the First District shall be effective (the "Effective Date") upon the submission of the First District Property and all of the buildings, structures and other improvements situated thereon to the provisions of M.G.L. c. 183A through the recording of a Master Deed, By-Laws and any related Rules and Regulations (the "Condominium Documents") that subjects the First District Property to the provisions of M.G.L. c. 183A and creates a Condominium (the "Condominium"), and the Condominium form of ownership with respect to the Units constructed on the First District Property. The creation of the First District shall be effective upon the Effective Date as evidenced by the recording of the Condominium Documents in the Hampshire County Registry of Deeds.

4. First District Subject to Declaration. The First District is being created pursuant to this Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The First District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to the Supplemental Declaration in accordance with the applicable provisions of the Declaration.

5. Powers of Condominium Association. A Condominium Association (the "First District Association") shall be created in connection with the submission of the First District Property to the provisions of M.G.L. c. 183A through the recording of the Condominium Documents in the Hampshire County Registry of Deeds. The First District Association shall represent all of the Units that constitute part of the Condominium (the "Condominium Units"). The First District Association shall be the sole Voting Member for all purposes and all matters requiring any vote of the members of the Association, and the voting power of the First District Association as the sole Voting Member representing all of the Condominium Units that make up the Condominium shall consist of one vote for each such Condominium Unit represented by the First District Association as the sole Voting Member of the Association. All annual assessments, specific assessments and special assessments levied or made by the Association with respect to the Condominium Units shall be payable through the First District Association, which shall assess and collect all such Assessments from the individual Condominium Unit owners as part of the normal and customary operation of the Condominium. Notwithstanding the foregoing, however, the individual Condominium Unit owners shall remain liable to the Association for the payment of any annual assessment, specific assessment or special assessment that is applicable to a particular Condominium Unit even though such assessment is payable through the First District Association as provided herein.

6. Condominium Rules and Regulations. In accordance with the provisions of Article II, Paragraph 3A(7) of the Declaration, the First District Association may adopt supplemental use restrictions and rules applicable to the First District, including the By-Laws of the Condominium and any Rules and Regulations of the Condominium (the "First District Rules and Regulations"). The First District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article II,

Paragraph 3A(7). In the event of any conflict between the provisions of any First District Rules and Regulations and any provision of the Declaration, the provision of the Declaration shall govern.

7. Miscellaneous Provisions.

(a) Authority for Supplemental Declaration. This Supplemental Declaration is being recorded pursuant to Article VII, Paragraph 6A, which permits the Declarant, during the Declarant Control Period, to record any Supplemental Declaration to establish Districts. This Supplemental Declaration is being recorded while the Declarant owns the First District Property, and no consent of any third party is required for this Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Supplemental Declaration shall be effective upon the Effective Date. This Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6A of the Declaration.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

(c) Captions. All captions or titles used in this Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Supplemental Declaration.

(d) Governing Law. This Supplemental Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

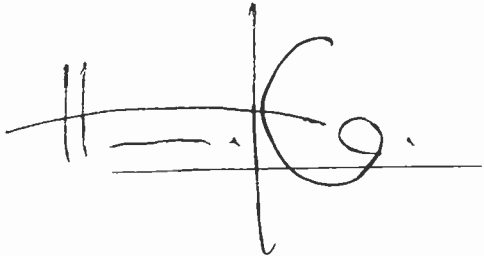
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SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and behalf by Massachusetts Development Finance Agency its Manager, hereto duly authorized this 2nd day of November, 2009.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development
Finance Agency, its Manager

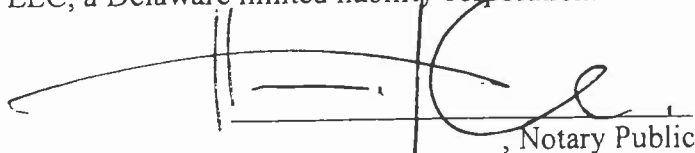


By: Richard Henderson
Name: Richard Henderson
Title: Executive Vice President
Real Estate

COMMONWEALTH OF MASSACHUSETTS

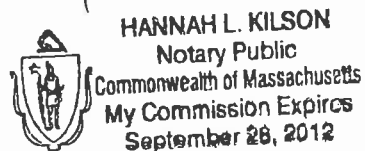
Suffolk, ss.

On this 2nd day of November, 2009, before me, the undersigned notary public, personally appeared Richard Henderson, who proved to me through satisfactory evidence of identification, which was my personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President for Real Estate of Massachusetts Development Finance Agency, acting in its capacity as manager of Hospital Hill Development LLC, a Delaware limited liability corporation.



, Notary Public

My commission expires:





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Bk: 10912Pg: 26 Page: 1 of 8

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Village at Hospital Hill—North Second Supplemental Declaration

This Second Supplemental Declaration is made as of this 21st day of May, 2012 by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

- A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271 (collectively, the "Declaration").
- B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.
- C. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration.

In furtherance of the foregoing and pursuant to its authority under Article VI and VII of the Declaration, the Grantor hereby creates a District with respect to a portion of the Property that is subject to the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.

2. Description of Property Subject to Second Supplemental Declaration. That portion of the Property that shall be subject to this Second Supplemental Declaration and shall constitute a District established pursuant to the Declaration consists of the following lots situated at the corner of Olander Drive and Ford Crossing, Northampton, Hampshire County, Massachusetts:

"Lot 1," "Lot 2," "Lot 3," "Lot 4," Lot 5," and "Lot 6" (collectively, the "Lots"), shown on a plan ("Plan") entitled "Plan of Land Northampton, MA (Beechwood), Lot Division Plan", prepared by Gale Associates, Inc. and by Sherman & Frydryk, Land Surveying and Engineering dated May 14, 2012, and recorded in the Hampshire County Registry of Deeds at Plan Book 227, Page 36 ("Land"). The Lots (the "Second District Property") are hereby designated by the Grantor as a separate District (the "Second District"), effective on the Effective Date hereinafter described, upon such terms and conditions set forth in this Second Supplemental Declaration.

3. Effective Date. The creation of the Second District shall be effective (the "Effective Date") upon the conveyance of any of the Lots comprising the Second District Property to any person or entity other than the Declarant or Wright Builders, Inc., a Massachusetts corporation, as evidenced by the recording of a deed for such Lot(s) in the Hampshire County Registry of Deeds.
4. Second District Subject to Declaration. The Second District is being created pursuant to this Second Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The Second District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to the Second Supplemental Declaration in accordance with the applicable provisions of the Declaration.
5. Beechwood Way Homeowner's Association. In accordance with Article VII, Paragraph 6 of the Declaration, the Second District shall act through a District Association to be known as the "Beechwood Way Homeowner's Association" and the Beechwood Way Homeowner's Association shall be responsible to maintain its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.

Every person or entity who or which is the record owner of a Lot as shown and described on the Plan referred to hereinabove shall be a member of the Beechwood Way Homeowner's Association. When more than one person or entity is the record owner, then they shall designate one of said owners to act as the member representing said Lot.

6. The members of the Beechwood Way Homeowner's Association shall meet as necessary to accomplish the business of the Beechwood Way Homeowner's Association, as set forth hereafter, but not less than once each year. If a meeting has not taken place within the past year, then any one member may call a meeting upon 14 days written notice of the time and place to the other members.
7. Access Easement over Beechwood Way. Every member of the Beechwood Way Homeowner's Association shall have a perpetual, non-exclusive right of way to pass over, and an easement of use and enjoyment, in common with all other members, in and to Beechwood Way, and such easement shall be appurtenant to and pass with the record title to every Lot.
8. Responsibilities of Beechwood Way Homeowner's Association. The Beechwood Way Homeowner's Association shall be responsible for the following maintenance and repair obligations, and such additional work as either the members of the Beechwood Way Homeowner's Association decide by majority vote to accomplish or the Board designates in accordance with Article VII, Paragraph 6(C).

- a. Maintenance Of Common Roadway.

The common driveway shown on the Plan and to be known as "Beechwood Way" and all of infrastructure in the common driveway, including water mains and curb stops, sewer mains, utility lines, conduits, piping, sleeves, and other utility equipment shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and usable condition and according to the grade as originally constructed. In no event shall Beechwood Way be used or improved for any purpose other than to provide vehicular access and the location of utility lines from Olander Drive to each of the Residential Lots.

The cost of roadway maintenance of Beechwood Way as described in the prior paragraph shall be paid for by the Beechwood Way Homeowners Association which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of roadway maintenance for Beechwood Way and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Wright Builders, Inc., a Massachusetts corporation.

The extent of common area maintenance shall in all cases be governed by the Village Hill Standard which includes compliance with the zoning, bylaws and permitting documents in place regarding the property.

b. Stormwater Runoff And Pollutant Prevention.

All requirements of any Stormwater Management Operation, Maintenance and Inspection Agreement by and between Wright Builders, Inc. and the City of Northampton affecting the Second District that may be recorded shall be complied with by the Beechwood Way Homeowner's Association. The costs of such compliance shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Wright Builders, Inc., a Massachusetts corporation.

The Beechwood Way Homeowner's Association shall submit (or cause to be submitted) an annual report to the Northampton Conservation Commission as required by the permits issued for the Second District. The report shall indicate that the Beechwood Way is graded as designed and that the swales, checkdams and basins, if required, have been cleaned and are in good working order as designed.

c. Maintenance Of Light Poles And Walkways Through Beech Tree Park.

The Light Poles and the walkways in "Beech Tree Park", as shown on the site plan attached hereto as Exhibit A, shall be maintained at all times in good and proper condition, and the said walkways shall be kept clear of snow and ice in the winter and regraded and repaired as necessary to keep them in safe, good, smooth and usable condition and according to the grade as originally constructed.

The cost of the Light Pole and walkway maintenance as described in the prior paragraph shall be paid for by the Beechwood Way Homeowner's Association, which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of Light Pole and walkway maintenance for Beechwood Way and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual

lot owners, including Wright Builders, Inc., a Massachusetts corporation. Notwithstanding the foregoing sentence, prior to the conveyance of all of the Lots to persons other than the Grantor or Wright Builders, Inc., the Grantor shall not be responsible for the cost of Light Pole and walkway maintenance for Beechwood Way. Such costs shall be allocated between individual lot owners and Wright Builders, Inc.

9. Beechwood Way Homeowner's Association Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3(A)(7) of the Declaration, the Beechwood Way Homeowner's Association may adopt supplemental use restrictions and rules applicable to the Second District, including the By-Laws of the Beechwood Way Homeowner's Association and Rules and Regulations of Beechwood Way Homeowner's Association (the "Second District Rules and Regulations".) The Second District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3(A)(7). In the event of any conflict between the provisions of any Second District Rules and Regulations and any provisions of the Declaration the provisions of the Declaration shall govern.

10. Second District Assessments.

The owners of each of the Lots hereby covenant and agree to pay to the Beechwood Way Homeowner's Association 1/6 of the annual assessment each, and special assessments in the same percentages as determined by the Beechwood Way Homeowner's Association to be necessary to accomplish the work stated in Section 8 of this Supplemental Declaration. Said assessments shall commence on November 1, 2013, and shall be payable on the date fixed by the members at that time, notwithstanding whether a member has commenced or completed construction of a dwelling on their parcel by said time. It is hereby stated to be the intention that Beechwood Way shall be maintained regardless of the number of constructed or occupied dwellings, unless the members decide otherwise by unanimous consent.

Notwithstanding the foregoing, prior to the conveyance of all of the Lots to persons other than the Grantor, the Grantor shall not be responsible for the payment of any annual or special assessments for the Second District. Such costs shall be allocated between individual lot owners and Wright Builders, Inc. with each lot owner responsible for 16.67% of such costs and Wright Builders, Inc. for the remainder.

11. Effect Of Nonpayment Of Second District Assessments

If any assessments payable hereunder are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Lot which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain his personal obligation.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Second District Association may bring any action at law against the owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

- 1 ~~2~~. Foreclosure Of Lien For Nonpayment Of Second District Assessments. The lien provided for herein may be enforced, in case of nonpayment for four (4) months from the due date of the assessment, by sale at public auction on the Lot owner's premises, first complying with the statutes relating to the foreclosure of mortgages by power of sale in a Massachusetts form of power of sale mortgage. The recording of an affidavit of such sale together with the Second District Association's deed to the purchaser(s) shall forever bar the delinquent Lot owner and his successors in record title from all right and interest in said Lot, at law or in equity. Similarly, as above, the lien sought to be foreclosed shall include the aforesaid interest and legal costs and attorney's fees incurred as a result of the foreclosure proceedings.

1 ~~3~~. General Provisions.

- a. Authority for Supplemental Declaration. This Supplemental Declaration is being recorded pursuant to Article VI, Paragraph 6(A) of the Declaration which permits the Grantor, as declarant, during the Declarant Control Period, to record any Supplement Declaration to establish districts. This Supplemental Declaration is being recorded while the Declarant owns the Second District Property, and no consent of any third party is required for this Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Supplemental Declaration shall be effective upon the Effective Date. This Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6(A) of the Declaration.

- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Supplemental Declaration.
- d. Ratification of Declaration. Except as specifically amended in this Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- e. Governing Law. This Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Supplemental Declaration shall not affect the validity or enforceability of the remaining provisions of this Supplemental Declaration or the Declaration.

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.
THE SIGNATURE PAGE IS THE NEXT PAGE.]**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this 21st day of May, 2012.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager

John Kimbrell

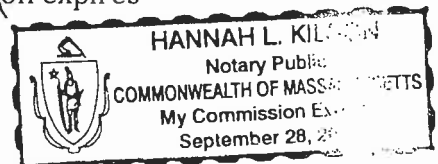
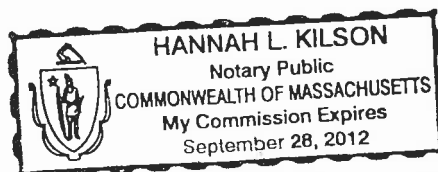
By: *R. Henderson*
Name: Richard Henderson
Title: Executive Vice
President for Real
Estate

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 18th day of May, 2012, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) ~~(she)~~ signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.

[Signature]
(official signature and seal of notary)
My commission expires



ATTEST: HAMPSHIRE, *Patricia A. Plaza* REGISTER
PATRICIA A. PLAZA



2012 00017246

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**Village at Hospital Hill—North
Third Supplemental Declaration**

This Third Supplemental Declaration is made as of this 20th day of July, 2012 by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

- A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271 and as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Hampshire County Registry of Deeds at ~~Book 10921~~, Page 26 (collectively, the "Declaration")
Book 10912
- B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.
- C. Article VI of the Declaration authorizes the Grantor to amend the Declaration in order to further the development of the Property.
- D. The Planning Board of the City of Northampton approved certain subdivision plans further subdividing a portion of Parcel 13-A and establishing additional roadways on the Property. Declarant intends to record this Third Supplemental Declaration, in part, to subject such roadways to the Declaration.
- E. Exhibit A-1 of the Declaration set forth the projected total number of units based upon the Master Plan. Given certain adjustments to the

- F. Master Plan and subdivision approvals, the Declarant seeks to amend Exhibit A-1 to adjust the projected total number of Units at this time.
- G. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration.

Amendment

In furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Amendment of the Term – “Definitive Subdivision Approval Conditions”. The term “Definitive Subdivision Approval Conditions shall mean the Subdivision Approval Conditions for Village at Hospital Hill Phase I approved by the Decision of the Northampton Planning Board on January 22, 2004, as amended by the Notice of Subdivision Amendment Approval, dated December 12, 2005, as further amended by the Notice of Subdivision Amendment Approval dated August 9, 2007, as further amended by the Notice of Subdivision Amendment Approval dated February 26, 2009 and as it may be further amended from time to time, the Subdivision Approval Conditions for Village Hill (Phase II North Campus) approved by the Decision of the Northampton Planning Board dated July 26, 2007, the Subdivision Approval Conditions (Moser Street Definitive Plan) approved by the Decision of the Northampton Planning Board dated April 23, 2009, as amended by the Notice of Definitive Subdivision Approval – Amendment dated March 22, 2012, and the Subdivision Approval Conditions (Ford Crossing Extension Village Hill Definitive Plan) approved by the Decision of the Planning Board dated February 23, 2012, as amended by the Notice of Definitive Subdivision Approval Amendment (Ford Crossing Extension Village Hill Definitive Plan) dated March 22, 2012.
3. Amendment of the Term – “Plan”. The term “Plan” or “Plans” shall mean the plan entitled THE VILLAGE AT HOSPITAL HILL, PHASE ON DEFINITIVE SUBDIVISION, NORTHAMPTON, MASSACHUSETTS dated November 20, 2003, Revised: January 22, 2004, Revised: February 23, 2004 (Sheets 1-35), Revised April 30, 2004 (Sheet 36) and prepared by Beals and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with Hampshire County Registry of Deeds in Plan Book 202, Page 75, as amended by the plan entitled AMENDMENT TO THE PHASE I DEFINITIVE SUBDIVISION PLAN, THE VILLAGE AT HOSPITAL HILL in NORTHAMPTON, MA (Hampshire County) dated May 27, 2005; Revised: November 8, 2005; Revised January

25, 2006 and prepared by Beal and Thomas, Inc., 144 Turnpike Road, Southborough, MA 01772 recorded with the Hampshire County Registry of Deeds (the "Registry") in Plan Book 210, Page 31, as it may be further revised from time to time showing Lots 13 through 20, Parcels A and B, the plan entitled VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS DEFINITIVE PLAN dated March 26, 2007 and prepared by The Berkshire Design Group, Inc., 4 Allen Place, Northampton, MA 01060 recorded with the Registry in Plan Book 216, Page 71, as it may be further revised from time to time showing Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, and Lots 21 through 25 and Lot B-1, the plan entitled VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS, MOSER STREET DEFINITIVE PLAN dated April 15, 2009 and prepared by Tighe and Bond Consulting Engineers, 53 Southamptton Road, Westfield, MA 01085 recorded with the Registry in Plan Book 221, Page 45-64, as it may be further revised from time to time showing Lots A2 through A27, Parcel F, Lot 22 (REV) and Lot 23 and the plan entitled DEFINITIVE SUBDIVISION PLAN OF FORD CROSSING EXTENSION, VILLAGE HILL, NORTHAMPTON, MASSACHUSETTS dated December 8, 2011 with final revisions dated April 13, 2012 and prepared by Gale Associates, Inc., 163 Libbey Parkway, Weymouth, MA 02189 recorded in the Registry at Plan Book 227, Page 8, as it may be further revised from time to time.

4. Amendment of the Term – "Special Permit Decision". The term "Special Permit Decision" shall mean the Decision of the Northampton Planning Board dated September 26, 2002 and recorded in the Hampshire County Registry of Deeds at Book 6835, Page 81, the Amendment to the Special Permit dated August 14, 2003 and recorded in the Registry in Book 8024, Page 249, as amended by the Amendment dated February 19, 2004 in accordance with a settlement agreement dated January 30, 2004 (Land Court No. 292406) and recorded in the Registry at Book 8024, Page 252, the Amendment dated August 6, 2007 and recorded in the Registry at Book 9282, Page 103, and the Amendment dated March 6, 2009 and recorded in the Registry at Book 9957, Page 56, as it may be further amended from time to time.

5. Amendment of Article II – Property Subject to Restrictions.

The Property subject to the Declaration shall be the land in Northampton, Hampshire County, Massachusetts being Lots 13 through 20, Parcel 13-A, Lot 14, Parcel A, Lot 18, Lot 19, Lot 20-A, Lots 21 through 25, Lot 22(REV), Lot B-1, Lots A2 through A27, Parcel F, and Parcel A (REV).

6. Amendment of Exhibit A – Calculation of Common Area Percentage Interests. The Grantor hereby amends Exhibit A of the Declaration by deleting Exhibit A as attached to the Declaration and substituting the "Revised Exhibit A" attached hereto therefor.

7. Amendment of Exhibit A-1 – Projected Total Number of Units. As provided for in Exhibit A of the Declaration, the Grantor hereby amends Exhibit A-1 to show revised Projected Unit Totals based on the amendment to the Master Plan approved by the City of Northampton Citizens Advisory Committee on March 4, 2009 and hereby deletes Exhibit A-1 as attached to the Declaration and substitutes the “Revised Exhibit A-1” attached hereto therefor.
8. Moser Way District. A portion of the Property whose boundaries comprise the area of land within the boundaries of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19, and A27 and Lot 21 (collectively, the “Lots”), as shown on the plan entitled “Moser Street Definitive Subdivision Plan” prepared by Tighe & Bond Consulting Engineers dated April 15, 2009 and recorded in the Hampshire Registry of Deeds at Plan Book 221, Page 45-64 (the “Moser Street Subdivision Plan”), shall constitute a District established pursuant to the Declaration. The Lots (the “Third District Property”) are hereby designated by the Grantor as a separate District (the “Third District”) effective on the Effective Date hereinafter described, upon such terms and conditions set forth in this Third Supplemental Declaration.
9. Effective Date. The creation of the Third District shall be effective (the “Effective Date”) upon the conveyance of any of the Lots comprising the Third District Property to any person or entity other than the Declarant or Sturbridge Development LLC, a Massachusetts corporation or Village at Hospital Hill II, LCC, a Massachusetts limited liability company, as evidenced by the recording of a deed for such Lot(s) in the Hampshire County Registry of Deeds.
10. Responsibilities of Lot Owners of Third District. The Third District Lot Owners shall be responsible for the following maintenance, repair and replacement obligations, and such additional work as the Board designates in accordance with Article VII, Paragraph 6(C).

- a. Maintenance Of Common Roadway.

The common alleyway shown on the conceptual master plan attached hereto as Exhibit C and to be known as “Moser Way” shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and in usable condition and according to the grade as originally constructed (collectively referred to herein as “Road Maintenance”). In no event shall Moser Way be used or improved for any purpose other than to provide pedestrian and vehicular access to each of the Third District Lots.

The Lot Owner of Lot 21 shall be responsible for the Road Maintenance of the portion of Moser Way located in within Lot 21 and known as the Easement Area E-21-A, as shown on the Moser Street Subdivision Plan, and all costs and expenses related thereto. Such portion of Moser Way shall be referred to herein as "Moser Way South". The Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 shall be responsible for the Road Maintenance of the portion of Moser Way located within Lot A27 and known as Easement Area E-27A on the Moser Street Subdivision Plan and all costs and expenses related thereto. Such portion of Moser Way shall be referred to herein as "Moser Way North".

In accordance with Article VII, §6(C), the Association shall perform the Road Maintenance responsibilities for the Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27, because, in the opinion of the Board, such Road Maintenance would be best provided on a centralized basis as part of the overall maintenance of Common Areas and Common Areas of Responsibility on the Property. The Association shall assess as a Specific Assessment against the Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 for such services and an additional assessment based on the Moser Way North budget set forth on Exhibit B. Such budget shall be in effect until amended by the Association at any annual lot owners meeting. Such funds shall be held in a segregated account separate from the other funds of the Association and shall be known as the "Moser Way North Fund".

By agreement with the Association, the Lot Owner of Lot 21 shall be responsible for the removal of snow and ice in the winter from all of Moser Way. Upon performance of any snow or ice removal, the Lot Owner of Lot 21 shall provide an invoice to the Board of the Association for reimbursement of three-quarters of the cost of such removal. The Association shall pay such cost from the Moser Way North Fund within thirty (30) days of the receipt of such invoice. By agreement with the Association, the Lot Owners of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 may assume responsibility for performing the Road Maintenance for Moser Way North and the assessment and collection of assessments related thereto through a district association comprised of all of the lot owners of the Third District.

The extent of any Road Maintenance shall in all cases be governed by the Village Hill Standard which includes compliance with the zoning, bylaws and permitting documents in place regarding the property.

b. Failure to Perform Road Maintenance

If a Third District Lot Owner fails to perform its Road Maintenance obligations as set forth herein, the Association following thirty (30) days prior written notice (or 24 hour notice in the case of any emergency) may perform, in its sole discretion, such work and all costs associated with the performance of such work shall be payable on demand by the applicable Third District Lot Owner. Such costs shall be considered a Special Assessment under the Declaration and shall bear interest from the date of demand at the rate of twelve percent (12%) per annum. If any assessments payable hereunder are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Third District Lot Owner's Lot which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain such owner's personal obligation.

The Association may bring any action at law against the Third District Lot Owner personally obligated to pay the same or to foreclose the lien against the Third District Lot Owner's Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

11. Access Easement over Moser Way. Every Third District Lot Owner shall have a perpetual, non-exclusive right of way in, over, through and across, and an easement of use and enjoyment, in common with all other Third District Lot Owners, in and to that portion of Moser Way shown as Easement Area E-27 on the Moser Street Subdivision Plan for access to Ford Crossing and Moser Street and access to and egress from Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 and Lot 21, with pedestrian and vehicular access thereto for all purposes for which private residential driveways are commonly used. Each Lot Owner of Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27 shall have a perpetual, non-exclusive, access easement in, over, through, and across that portion of Moser Way located within Lot 21 and known as the Easement Area E21-A, as shown on the Moser Street Subdivision Plan, for access to Ford Crossing and Moser Street and access to and egress from Lots A3, A5, A7, A9, A11, A13, A15, A17, A19 and A27, with pedestrian and vehicular access thereto for all purposes for which private residential driveways are commonly used. Such access easements shall be appurtenant to and pass with the record title to Lots A3, A5, A7, A9, A11, A13, A15, A17, A19, and A27 and Lot 21.

9. General Provisions.

- a. Authority for Third Supplemental Declaration. This Third Supplemental Declaration is being recorded pursuant to Article VI of the Declaration which permits the Grantor, as declarant, to record amend the Declaration in order to further the development of the Property. No consent of any third party is required for this Third Supplemental Declaration to be effective, except for the consent of the Planning Board of the City of Northampton to the amendment of Article IV of the Declaration and the consent of the owner of Lot 21, Village at Hospital Hill II, LLC concerning the establishment of the Third District and the provisions related thereto.
- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Third Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Third Supplemental Declaration.
- d. Exhibits. Each of the Exhibits attached to this Third Supplemental Declaration shall be made a part of the Declaration for all purposes.
- e. Ratification of Declaration. Except as specifically amended in this Third Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- f. Governing Law. This Third Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Third Supplemental Declaration or the Declaration.

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.
THE SIGNATURE PAGE IS THE NEXT PAGE.]**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this ____ day of July, 2012.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager

Elaine Cormie

By: Richard C.J. Henderson

Name: Richard C.J. Henderson

Title: Executive Vice

President for Real
Estate

Consent of Village at Hospital Hill II, LLC as
To the creation of the Third District

Village at Hospital Hill II, LLC

By: TCB Village at Hospital Hill II, Inc., its Manager

By: _____

Name:

Title:

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this ____ day of July, 2012.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager

By: _____
Name: Richard C.J. Henderson
Title: Executive Vice
President for Real
Estate

Consent of Village at Hospital Hill II, LLC as
To the creation of the Third District

Village at Hospital Hill II, LLC

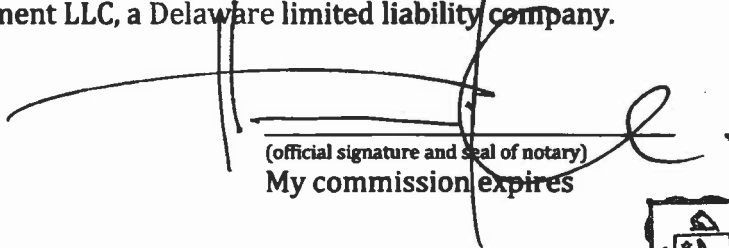
By: TCB Village at Hospital Hill II, Inc., its Manager

By: _____
Name: Karen E. Ketcher
Title: Authorized Agent

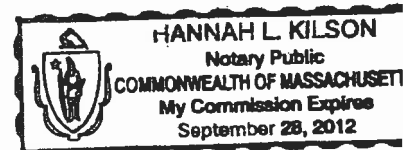
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 18th day of July, 2012, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.


 (official signature and seal of notary)
 My commission expires

COMMONWEALTH OF MASSACHUSETTS



Suffolk, ss.

On this ___ day of _____, 2012, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ for TCB Village at Hospital Hill II, Inc. acting in its capacity as the manager of Village at Hospital Hill II LLC, a Massachusetts limited liability company.

 (official signature and seal of notary)
 My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of July, 2012, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.

 (official signature and seal of notary)

My commission expires

COMMONWEALTH OF MASSACHUSETTS

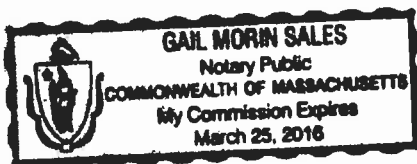
Suffolk, ss.

On this 19 day of July, 2012, before me, the undersigned notary public, personally appeared Karen E. Kelleher proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Authorized Agent for TCB Village at Hospital Hill II, Inc. acting in its capacity as the manager of Village at Hospital Hill II LLC, a Massachusetts limited liability company.

Gail Morin Sales
 (official signature and seal of notary)

My commission expires

3/25/2016



REVISED EXHIBIT A**Calculation of Common Area Percentage Interests**

1. **Introduction.** The Common Area Percentage Interest of each Lot shall initially be calculated in relation to each Lot based upon the total number of Units that are proposed to exist at the Property and shall be finally established based upon the total number of Units that actually exist at the Property following the complete development of the Property. The total number of Units that are proposed to exist with respect to the Property have been calculated in accordance with the applicable provisions of the Master Plan (the "Proposed Unit Totals"). The Proposed Unit Totals are more particularly described on Exhibit A-1, which is attached hereto and made a part hereof. The Proposed Unit Totals are subject to change based upon changes in the Master Plan and/or changes in the overall development concept with respect to the Property, and the final total of Units that exist with respect to the Property may be greater than or less than the Proposed Unit Totals shown on Exhibit A-1.
2. **Calculation of Common Area Percentage Interests.** The Common Area Percentage Interests applicable to each Lot shall be calculated initially by the Association as of the date of recording of this Declaration with respect to each Lot owned by a party other than the Declarant (a "Third Party Lot") based upon the number of Units that exist or are projected to exist at each such Third Party Lot as a percentage of the total of the Projected Unit Totals of three hundred twenty-nine (329) units shown on Exhibit A-1. The Common Area Percentage Interests calculated in such manner shall form the basis for the payment by the Owners of Third Party Lots of Common Expenses assessed by the Association.
3. **Payment of Common Expenses by Declarant.** The Declarant shall pay its proportionate share of the actual Common Expenses based on the number of Units associated with the developable land owned by the Declarant.

REVISED EXHIBIT A-1

Projected Total Number of Units Based upon Master Plan

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 20	12	3.65%
Lot 17	33	10.03%
Moser St. Bungalows	24	7.29%
Morningside	11	3.34%
Eastview	11	3.34%
Lot 21	8	2.43%
Lot 23	24	7.29%
Lot 25	8	2.43%
E. Village Hill Apts.	8	2.43%
W. Village Hill Apts.	8	2.43%
Moser Townhomes	13	3.95%
Olander Townhomes	7	2.14%
Ford Crossing Townhomes	8	2.43%
Ford Crossing Apts.	6	1.83%
Musante Drive Apts.	4	1.22%
Beechwood	6	1.82%
Other Residential	14	4.26%
Subtotal	205	62.31%
Commercial		
Lot 18 Office	27	8.21%
Lot 19 Assisted Living	40	12.16%
Lot 20 Office/Retail	7.5	2.28%
Lot 14	33	10.03%
Coach House	16.5	5.01%
Subtotal	124	37.69%
Total	329	100.00%

EXHIBIT B**Moser Way North
Road Maintenance Budget**

Assessment for 2012 for 11 Moser Way Lots	3,000.00
Total Assessment	3,000.00

<u>Expenses for 2012</u>	
1 Snow Removal Expense	1,500.00
2 Parking Lot Replacement reserve	1,500.00
Total Expenses	3,000.00

Net Income	0.00
Loss	0.00

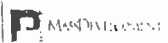
Lot #	Owner	Percentage	Annual Fee	Monthly Fee
A3	Mass Development	7.7%	231.00	19.25
A5	Mass Development	7.7%	231.00	19.25
A7	Mass Development	7.7%	231.00	19.25
A9	Mass Development	7.7%	231.00	19.25
A11	Mass Development	7.7%	231.00	19.25
A13	Mass Development	7.7%	231.00	19.25
A15	Mass Development	7.7%	231.00	19.25
A17	Mass Development	7.7%	231.00	19.25
A19	Mass Development	7.7%	231.00	19.25
A27	Mass Development	30.7%	921.00	76.75
		100.00%	3,000.00	250.00

EXHIBIT C

Conceptual Master Plan



ATTEST: HAMPSHIRE, *Patricia A. Plaza* REGISTER
 PATRICIA A. FLAZA





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Village at Hospital Hill—North Fourth Supplemental Declaration

This Fourth Supplemental Declaration is made as of this 24th day of October, 2013 by HOSPITAL HILL DEVELOPMENT LLC, a Delaware limited liability company, having a principal address of 99 High Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271, as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Hampshire County Registry of Deeds at Book 10912, Page 26 and as further amended by the Third Supplemental Declaration dated as of July 20, 2012 and recorded in the Hampshire County Registry of Deeds at Book 10984, Page 128 (collectively, the "Declaration")

B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.

C. Article VI of the Declaration authorizes the Grantor to amend the Declaration in order to further the development of the Property.

D. Exhibit A-1 of the Declaration set forth the projected total number of units based upon the Master Plan. The Declarant seeks to amend Exhibit A-1 to reflect revised common area percentage interests based on the number of Units to be constructed on certain portions of the Property.

E. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration

In furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Amendment of Exhibit A-1 – Projected Total Number of Units. As provided for in Exhibit A of the Declaration, the Grantor hereby amends Exhibit A-1 to show revised Projected Unit Totals based on the amendment to the Master Plan approved by the City of Northampton Citizens Advisory Committee on March 7, 2012 and hereby deletes Exhibit A-1 as attached to the Declaration and substitutes the “Revised Exhibit A-1” attached hereto therefor.
3. Fourth District. A portion of the Property whose boundaries comprise the area of land within the boundaries of Lots 22C, 24C, 24D and 24E (collectively, the “Lots”), as shown on the plan entitled “Plan of Land, Northampton, MA , Upper Ridge, Lot Division Plan, prepared by Gale Associates, Inc. and Sherman & Frydryk Land Surveying and Engineering dated October 16, 2013 and recorded in the Hampshire County Registry of Deeds at Plan Book 230, Page 112 (the “Upper Ridge ANR Plan”), shall constitute a District established pursuant to the Declaration. The Lots (the “Fourth District Property”) are hereby designated by the Grantor as a separate District (the “Fourth District”) effective on the Effective Date hereinafter described, upon such terms and conditions as set forth in this Fourth Supplemental Declaration.
4. Effective Date. The creation of the Fourth District shall be effective (the “Effective Date”) upon the submission of any portion of the Fourth District Property and all of the buildings, structures and other improvements situated thereon to the provisions of M.G.L. c. 183A through the recording of a Master Deed, By-Laws and any related Rules and Regulations (the “Condominium Documents”) that subjects any portion of the Fourth District Property to the provisions of M.G.L. c. 183A and creates a condominium (the “Condominium”), and the Condominium form of ownership with respect to the Units constructed on the Fourth District Property. The creation of the Fourth District Property shall be effective upon the recording of the Condominium Documents in the Hampshire County Registry of Deeds.
5. Fourth District Subject to Declaration. The Fourth District is being created pursuant to this Fourth Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts.

The Fourth District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to this Fourth Supplemental Declaration in accordance with the applicable provisions of the Declaration.

6. Powers of Condominium Association. A Condominium Association (the "Fourth District Association") shall be created in connection with the submission of the Fourth District Property to the provisions of M.G.L. c. 183A through the recording of the Condominium Documents in the Hampshire County Registry of Deeds. The Fourth District Association shall also be known as "The Upper Ridge Condominium Association". The Fourth District Association shall represent all of the Units that constitute the part of the Condominium (the "Condominium Units"). The Fourth District Association shall be the sole Voting Member for all purposes and all matters requiring any vote of the members of the Association, and the voting power of the Fourth District Association as the sole Voting Member representing all of the Condominium Units that makeup the Condominium shall consist of one vote for each such Condominium Unit represented by the Fourth District Association as the sole Voting member of the Association. All annual assessments, specific assessments and special assessments levied or made by the Association with respect to the Condominium Units shall be payable through the Fourth District Association, which shall assess and collect all such Assessments from the individual Condominium Unit owners as part of the normal and customary operation of the Condominium. Notwithstanding the foregoing, however, the individual Condominium Unit owners shall remain liable to the Association for the payment of any annual assessment, specific assessment or special assessment that is applicable to a particular Condominium Unit even though such assessment is payable through the Fourth District Association as provided herein.. The Fourth District Association shall be responsible to maintain its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.
7. Condominium Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3A(7) of the Declaration, the Fourth District Association may adopt supplemental use restrictions and rules applicable to the Fourth District, including the By-Laws of the Condominium and any Rules and Regulations of the Condominium (the "Fourth District Rules and Regulations"). The Fourth District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3A(7). In the event of any conflict between the provisions of any Fourth District Rules and Regulations and any provision of the Declaration, the provision of the Declaration shall govern.

8. Responsibilities of Lot Owners of Fourth District. The Fourth District Association shall be responsible for the following maintenance, repair and replacement obligations, and such additional work as the Board designates in accordance with Article VII, Paragraph 6(C).

a. Maintenance Of Common Driveway.

The common driveway shown on the Upper Ridge ANR Plan as "20' Driveway Access Easement" shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and in usable condition and according to the grade as originally constructed (collectively referred to herein as "Driveway Maintenance"). In no event shall the common driveway be used or improved for any purpose other than to provide pedestrian and vehicular access to Lots 24C, 24D and 24E and the owner and occupants of the adjacent parcel shown as "Lot 25" on the Upper Ridge ANR Plan.

The extent of any Road Maintenance shall in all cases be governed by the Village Hill Standard, which includes compliance with the zoning, bylaws and permitting documents in place regarding the property.

b. Stormwater Runoff And Pollutant Prevention.

All requirements of any Stormwater Management Operation, Maintenance and Inspection Agreement by and between Wright Builders, Inc. and the City of Northampton affecting the Fourth District that may be recorded shall be complied with by the Fourth District Association. The unit owners of the Fourth District Association shall share equally the cost of such compliance. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a unit owner of the Condominium. Such costs shall be allocated between individual unit owners of the Condominium, including Wright Builders, Inc., a Massachusetts corporation.

The Fourth District Association shall submit (or cause to be submitted) an annual report to the Northampton Conservation Commission as required by the permits issued for the Fourth District. The report shall indicate that the common driveway is graded as designed and that the swales, checkdams and basins, if required, have been cleaned and are in good working order as designed.

c. Maintenance of Landscape Area

The Fourth District Association shall be responsible, at its sole cost and expense, for maintaining the landscaped area located within Lot 24A bounded by Lots 24E and 24D to the west, Lot 24D to the north, the north/south pedestrian walkway located in Lot 24A to the east, and Moser Street to the south (the "Landscaped Area") in good order and properly planted. The Fourth District Association shall carefully preserve the trees, bushes, shrubs and other plantings planted therein and replace such trees, bushes shrubs and plants as may die or require replacing, with comparable plantings, and shall maintain the stone crushed pathways within the landscaped area in good condition and repair.

d. Failure to Perform Maintenance

If Fourth District Association fails to perform any of its maintenance obligations as set forth herein, the Association following thirty (30) days prior written notice (or 24 hour notice in the case of any emergency) may perform, in its sole discretion, such work and all costs associated with the performance of such work shall be payable on demand by the Fourth District Association. Such costs shall be considered a Special Assessment under the Declaration and shall bear interest from the date of demand at the rate of twelve percent (12%) per annum. If any assessments payable hereunder are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Fourth District Condominium Units which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain such owner's personal obligation.

The Association may bring any action at law against the Fourth District Condominium Unit owners personally obligated to pay the same or to foreclose the lien against the Fourth District Condominium Unit owners', and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action.

9. General Provisions.

- a. Authority for Fourth Supplemental Declaration. This Fourth Supplemental Declaration is being recorded pursuant to Article VI of the Declaration which permits the Grantor, as declarant, to amend the

Declaration in order to further the development of the Property. No consent of any third party is required for this Fourth Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Fourth Supplemental Declaration shall be effective upon the Effective Date. This Fourth Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6A of the Declaration.

- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Fourth Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Fourth Supplemental Declaration.
- d. Exhibits. Each of the Exhibits attached to this Fourth Supplemental Declaration shall be made a part of the Declaration for all purposes.
- e. Ratification of Declaration. Except as specifically amended in this Fourth Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- f. Governing Law. This Fourth Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Fourth Supplemental Declaration or the Declaration.

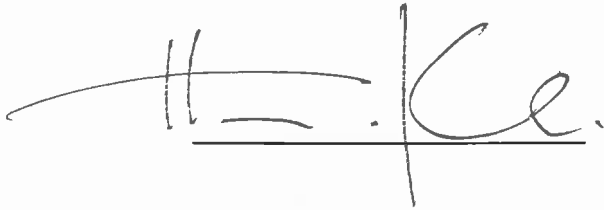
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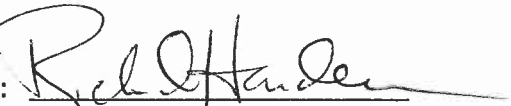
IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this 24th day of October, 2013.

Witness:

HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance
Agency, its Manager



By: 

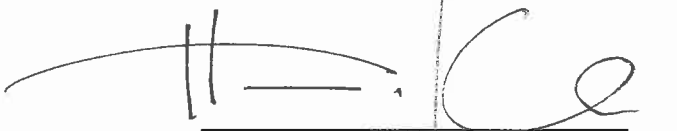
Name: Richard C.J. Henderson

Title: Executive Vice
President for Real
Estate

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 21st day of October, 2013, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.



(official signature and seal of notary)

My commission expires

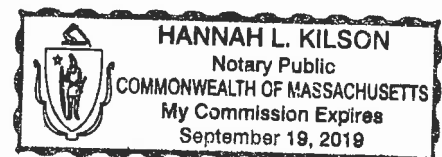
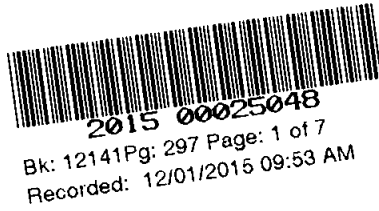


EXHIBIT A-1**REVISED EXHIBIT A-1****Projected Total Number of Units Based upon Master Plan**

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 20	8	2.43%
Lot 17	33	10.03%
Moser St. Bungalows	24	7.29%
Morningside	11	3.34%
Eastview	11	3.34%
Lot 21	8	2.43%
Lot 23	24	7.29%
Lot 25	8	2.43%
E. Village Hill Apts.	6	1.83%
W. Village Hill Apts.	6	1.83%
Ford Crossing Townhomes	16	4.86%
Ford Crossing Apts.	6	1.83%
Musante Drive Apts.	4	1.22%
Beechwood	6	1.82%
Other Residential	34	10.34%
Subtotal	205	62.31%
Commercial		
Lot 18 Office	27	8.21%
Lot 19 Assisted Living	40	12.16%
Lot 20 Office/Retail	7.5	2.28%
Lot 14	33	10.03%
Coach House	16.5	5.01%
Subtotal	124	37.69%
Total	329	100.00%

ATTEST: HAMPSHIRE, *Mary Olberding*, REGISTER
 MARY OLBERDING



**Village at Hospital Hill—North
Fifth Supplemental Declaration**

This Fifth Supplemental Declaration is made as of this 24th day of November, 2015 by HOSPITAL HILL DEVELOPMENT LLC, a Delaware limited liability company, having a principal address of 99 High Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds (the "Registry") at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Registry at Book 10019, Page 271, as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Registry at Book 10912, Page 26, as further amended by the Third Supplemental Declaration dated as of July 20, 2012 and recorded in the Registry at Book 10984, Page 128, and as further amended by the Fourth Supplemental Declaration dated as of October 24, 2013 and recorded in the Registry at Book 11503, Page 113 (collectively, the "Declaration")

B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.

C. Article VI of the Declaration authorizes the Grantor to amend the Declaration in order to further the development of the Property.

D. Exhibit A-1 of the Declaration set forth the projected total number of units based upon the Master Plan. The Declarant seeks to amend Exhibit A-1 to reflect revised common area percentage interests based on the number of Units to be constructed on certain portions of the Property.

In furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth as follows:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Amendment of Exhibit A-1 – Projected Total Number of Units. As provided for in Exhibit A of the Declaration, the Grantor hereby amends Exhibit A-1 to show revised Projected Unit Totals based on the amendment to the Master Plan approved by the City of Northampton Citizens Advisory Committee on March 7, 2012 and hereby deletes Exhibit A-1 as attached to the Declaration and substitutes the “Revised Exhibit A-1” attached hereto therefor.
3. Fifth District. A portion of the Property whose boundaries comprise the area of land within the boundaries of Lots A27-A, A27-B and A27-C (collectively, the “Lots”), as shown on the plan entitled “Plan of Land, Northampton, MA , Lot Division Plan, prepared by Gale Associates, Inc. and Sherman & Frydryk Land Surveying and Engineering dated October 16, 2013 and recorded in the Registry at Plan Book 230, Page 112 (the “Plan”), shall constitute a District established pursuant to the Declaration. The Lots (the “Fifth District Property”) are hereby designated by the Grantor as a separate District (the “Fifth District”) effective on the Effective Date hereinafter described, upon such terms and conditions as set forth in this Fifth Supplemental Declaration.
4. Effective Date. The creation of the Fifth District shall be effective (the “Effective Date”) upon the submission of any portion of the Fifth District Property and all of the buildings, structures and other improvements situated thereon to the provisions of M.G.L. c. 183A through the recording of a Master Deed, By-Laws and any related Rules and Regulations (the “Condominium Documents”) that subjects any portion of the Fifth District Property to the provisions of M.G.L. c. 183A and creates a condominium (the “Condominium”), and the Condominium form of ownership with respect to the Units constructed on the Fifth District Property. The creation of the Fifth District Property shall be effective upon the recording of the Condominium Documents in the Registry.
5. Fifth District Subject to Declaration. The Fifth District is being created pursuant to this Fifth Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The Fifth District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to this Fifth Supplemental Declaration in accordance with the applicable provisions of the Declaration.

6. Powers of Condominium Association. A Condominium Association (the "Fifth District Association") shall be created in connection with the submission of the Fifth District Property to the provisions of M.G.L. c. 183A through the recording of the Condominium Documents in the Registry. The Fifth District Association shall also be known as "The Westview Condominium Association". The Fifth District Association shall represent all of the Units that constitute the part of the Condominium (the "Condominium Units"). The Fifth District Association shall be the sole Voting Member for all purposes and all matters requiring any vote of the members of the Association, and the voting power of the Fifth District Association as the sole Voting Member representing all of the Condominium Units that makeup the Condominium shall consist of one vote for each such Condominium Unit represented by the Fifth District Association as the sole Voting member of the Association. All annual assessments, specific assessments and special assessments levied or made by the Association with respect to the Condominium Units shall be payable through the Fifth District Association, which shall assess and collect all such Assessments from the individual Condominium Unit owners as part of the normal and customary operation of the Condominium. Notwithstanding the foregoing, however, the individual Condominium Unit owners shall remain liable to the Association for the payment of any annual assessment, specific assessment or special assessment that is applicable to a particular Condominium Unit even though such assessment is payable through the Fifth District Association as provided herein.. The Fifth District Association shall be responsible to maintain its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.
7. Condominium Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3A(7) of the Declaration, the Fifth District Association may adopt supplemental use restrictions and rules applicable to the Fifth District, including the By-Laws of the Condominium and any Rules and Regulations of the Condominium (the "Fifth District Rules and Regulations"). The Fifth District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3A(7). In the event of any conflict between the provisions of any Fifth District Rules and Regulations and any provision of the Declaration, the provision of the Declaration shall govern.
8. General Provisions.
 - a. Authority for Fifth Supplemental Declaration. This Fifth Supplemental Declaration is being recorded pursuant to Article VI of the Declaration which permits the Grantor, as declarant, to amend the Declaration in order to further the development of the Property. No consent of any third party is required for this Fifth Supplemental Declaration to be effective except for the consent of Kent Peco & Sons Construction,

Inc. regarding the creation of the Fifth District. In accordance with the provisions of Article VII, Paragraph 6A, this Fifth Supplemental Declaration shall be effective upon the Effective Date. This Fifth Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6A of the Declaration.

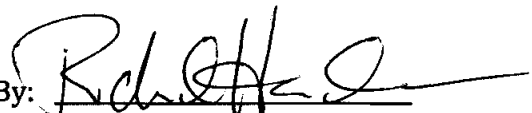
- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.
- c. Captions. All captions or titles used in this Fifth Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Fifth Supplemental Declaration.
- d. Exhibits. Each of the Exhibits attached to this Fifth Supplemental Declaration shall be made a part of the Declaration for all purposes.
- e. Ratification of Declaration. Except as specifically amended in this Fifth Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- f. Governing Law. This Fifth Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Fifth Supplemental Declaration or the Declaration.

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THE SIGNATURE PAGE IS THE NEXT PAGE.]**

IN WITNESS WHEREOF, Hospital Hill Development LLC has caused these presents to be signed, acknowledged and delivered as a sealed instrument in its name and on its behalf by Massachusetts Development Finance Agency, its manager, hereto duly authorized this 26th day of October, 2015.

HOSPITAL HILL DEVELOPMENT LLC

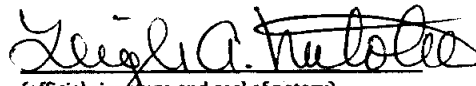
By: Massachusetts Development Finance
Agency, its Manager

By: 
Name: Richard C.J. Henderson
Title: Executive Vice
President for Real
Estate

COMMONWEALTH OF MASSACHUSETTS


Suffolk, ss.

On this 26th day of October, 2015, before me, the undersigned notary public, personally appeared Richard C.J. Henderson, proved to me through satisfactory evidence of identification, which was ~~(a current driver's license)~~ ~~(a current U.S. passport)~~ (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) ~~(she)~~ signed it voluntarily for its stated purpose, as Executive Vice President for Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.


(official signature and seal of notary)
My commission expires **DEBRA A. NATOLA**
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 1, 2021

CONSENT AS TO CREATION OF THE FIFTH DISTRICT.

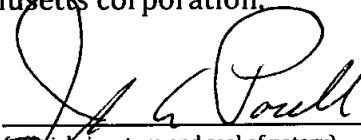
KENT PECOY & SONS
CONSTRUCTION, INC., a Massachusetts
corporation

By: 
Name: Kent W. Pecoy
Title: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 24th day of November, 2015, before me, the undersigned notary public, personally appeared Kent Pecoy, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as President and Treasurer of Kent Pecoy & Sons Construction, Inc., a Massachusetts corporation.


(official signature and seal of notary)
My commission expires 8/25/17



Joseph A. Pacella
Notary Public
Commonwealth of Massachusetts
My Commission Expires 8/25/2017

EXHIBIT A-1

REVISED EXHIBIT A-1

Projected Total Number Of Units Based Upon Master Plan

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 17	33	10.03%
Moser St. Bungalows	24	7.29%
Morningside	11	3.34%
Eastview	11	3.34%
Lot 21	8	2.43%
Lot 23	24	7.29%
Lot 25	8	2.43%
Lot 22C	8	2.43%
Lot 24E	4	1.22%
Lot 24D	10	3.04%
Lot 24C	6	1.82%
Beechwood	6	1.82%
Lot A22	2	0.61%
Lot A27	6	1.82%
Other Residential	74	22.49%
Subtotal	235	71.40%
Commercial		
Lot 18 Office	27	8.21%
Lot 19	30	9.12%
Assisted Living Lot	28	8.51%
Coach House	9	2.74%
Subtotal	94	28.58%
Total	329	100.00%

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER
 MARY OLBERDING



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SIXTH SUPPLEMENTAL DECLARATION

This Sixth Supplemental Declaration is made as of this 13th day of September, 2016 by HOSPITAL HILL DEVELOPMENT LLC, a Massachusetts limited liability company, having a principal address c/o Massachusetts Development Finance Agency, 99 High Street, Boston, Massachusetts 02110, hereinafter referred to as the "Grantor".

RECITALS

WHEREAS, Grantor is the owner of the land in Northampton, Hampshire County, Massachusetts (the "Northview Property") shown as Lots 1-18 Village Hill Circle; Lots 19-21 Ford Crossing; and Open Space on a plan of land entitled "VILLAGE HILL NORTHVIEW LOT, Village Hill, Northampton, MA DEFINITIVE & NOI PLANS" drawn and prepared by Fuss & O'Neill and Sherman & Frydryk, LLC dated August 18, 2016 (the "Plan") and recorded in Plan Book 237 Pages 78 through and including 110 in the Hampshire Registry of Deeds (the "Registry"); and

WHEREAS, Kent Pecoy & Sons Construction, Inc., a Massachusetts corporation, having a principal address of 215 Baldwin Street, West Springfield, MA 01089 ("Pecoy"), is a party to a certain Residential Land Disposition Agreement with Grantor dated October 29, 2015, as amended (the "Original Disposition Agreement") for the purchase and development of the Northview Property for the construction and development of a 21 single-family units development (the "Project") Each dwelling unit, shall be referred to herein as a "Unit"; and

WHEREAS, Pecoy has assigned the Original Disposition Agreement to Sturbridge Development, LLC, a Massachusetts limited liability company, having a principal address of 215 Baldwin Street, West Springfield, MA 01089 ("Sturbridge") pursuant to an Assignment and Assumption of Residential Land Disposition Agreement dated of even date herewith (collectively, with the Original Disposition Agreement, the "Disposition Agreement"), which intends to purchase all of the Northview Property on or about the date hereof; and

WHEREAS, the Northview Property is subject to certain covenants, restrictions, maintenance and easement agreements pursuant to that certain Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Registry at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in

the Registry at Book 10019, Page 271, as further amended by the Second Supplemental Declaration dated as of May 21, 2012 and recorded in the Registry at Book 10912, Page 26, as further amended by the Third Supplemental Declaration dated as of July 20, 2012 and recorded in the Registry at Book 10984, Page 128, as further amended by the Fourth Supplemental Declaration dated as of October 24, 2013 and recorded in the Registry at Book 11503, Page 113, and as further amended by the Fifth Supplemental Declaration dated as of November 24, 2015 and recorded in the Registry at Book 12141, Page 297 (collectively, the "Declaration") affecting all of the property known as the North Campus; and

WHEREAS, Article VI of the Declaration authorizes Hospital Hill Development LLC, as Declarant under the Declaration, to amend the Declaration in order to further the development of the North Campus; and

WHEREAS, pursuant to a definitive subdivision approval of the City of Northampton dated May 18, 2016 recorded in the Registry at Book 12402, Page 55 (the "Subdivision Approval") certain conditions are to be imposed on portions of the Northview Property, including but not limited to requirements for the maintenance of the proposed roadway, sidewalks and stormwater management facilities shown on the Plan; and

WHEREAS, Declarant intends to record this Sixth Supplemental Declaration to further amend the Declaration to create a Sixth District, to be known as the Northview District, for the purpose of establishing certain covenants and conditions applicable only to the Northview District as required by the Subdivision Approval and to allow for the creation of a District Association comprised of all of the owners of the Units comprising the Northview District in order to ensure the performance of certain roadway, sidewalks and stormwater facility maintenance and repair obligations as set forth in the Subdivision Approval; and

WHEREAS, Hospital Hill Development LLC and Sturbridge desire to subject the Northview Property to this Sixth Supplemental Declaration for the purpose of providing for ongoing maintenance and repair as provided herein and to comply with the conditions of the Subdivision Approval.

NOW, THEREFORE, in furtherance of the foregoing and pursuant to its authority under Article VI of the Declaration, the Grantor hereby amends the Declaration upon the terms and conditions hereinafter set forth:

1. Definition of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Declaration.
2. Description of Property Subject to Sixth Supplemental Declaration. That portion of the Property that shall be subject to this Sixth Supplemental Declaration and shall constitute a District established pursuant to the Declaration consists of the land in NORTHAMPTON, Hampshire County, Massachusetts shown as Lots 1-18 Village Hill Circle and Lot 19 Ford Crossing and Open Space (collectively, the "Lots") on a plan of land (the "Plan") entitled "VILLAGE HILL NORTHVIEW LOT, Village Hill, Northampton, MA DEFINITIVE & NOI PLANS" drawn and prepared by Fuss & O'Neill and Sherman and Frydryk, LLC dated August 18, 2016 and recorded in Plan Book 237, Pages 78 through and including 110 (the "Land"). The Lots (the "Sixth District Property") are hereby designated by the Grantor as a separate District (the "Sixth District"), effective on the Effective Date hereinafter described, upon such terms and conditions set forth in this Sixth Supplemental Declaration.
3. Effective Date. The creation of the Sixth District shall be effective (the "Effective Date") upon the conveyance of any of the Lots comprising the Sixth District Property to any person or entity other than the Declarant or Sturbridge, as evidenced by the recording of a deed for any such Lot(s) in the Registry.
4. Sixth District Subject to Declaration. The Sixth District is being created pursuant to this Sixth Supplemental Declaration in accordance with the provisions of Article VII, Paragraph 6 of the Declaration relating to Districts. The Sixth District shall remain subject to all of the provisions of the Declaration, including without limitation the provisions of Article VII, Paragraph 6 of the Declaration, unless specifically modified pursuant to this Sixth Supplemental Declaration in accordance with the applicable provisions of the Declaration.
5. Northview Homeowners' Association. In accordance with Article VII, Paragraph 6 of the Declaration, the Sixth District shall act through a District Association to be known as the "Northview Homeowners' Association" and the Northview Homeowners' Association shall be responsible for maintaining its property and any other property for which it has maintenance responsibilities as set forth herein or as designated by the Board.
 - a. Every person or entity who or which is the record owner of a Lot or a Unit in the Sixth District shall be a member of the Northview Homeowners' Association. When more than one person or entity holds an ownership interest in any Lot or Unit, then they shall designate one of said owners to act as the Voting Member, except where the provisions of Section 9(b) apply.

- b. The members of the Northview Homeowners' Association shall meet as necessary to accomplish the business of the Northview Homeowners' Association, as set forth hereafter, but not less than once each year. If a meeting has not taken place within the past year, then any one member may call a meeting upon 14 days written notice of the time and place to the other members.
6. Access Easement over Village Hill Circle. Every member of the Northview Homeowners' Association shall have a perpetual, non-exclusive right of way to pass over, and an easement of use and enjoyment, in common with all other members, in and to Village Hill Circle, as shown on the Plan, and such easement shall be appurtenant to and pass with the record title to every Lot. Village Hill Circle shall be a private way for the use and benefit of the owners, residents and guests of the Sixth District. Neither the Grantor, Sturbridge nor any members of the Northview Homeowner's Association will petition the City of Northampton to accept Village Hill Circle as a public way to be owned and maintained by the City of Northampton.
7. Responsibilities of Northview Homeowners' Association. The Northview Homeowners' Association shall be responsible for the following maintenance and repair obligations, and such additional work as either the members of the Northview Homeowners' Association decide by majority vote to accomplish or the Board designates in accordance with Article VII, Paragraph 6(C).

- a. Maintenance of Common Roadway.

The common roadway shown on the Plan and to be known as Village Hill Circle and all of infrastructure in the common roadway, including water mains and curb stops, sewer mains, utility lines, conduits, piping, sleeves, and other utility equipment shall be maintained, repaired, replaced and upgraded, as necessary, including but not limited to the removal of snow and ice in the winter and any necessary regrading and repairing, to keep it in safe, good, smooth and usable condition and according to the grade as originally constructed. In no event shall Village Hill Circle be used or improved for any purpose other than to provide pedestrian, bicycle and vehicular access and the location of utility infrastructure from Ford Crossing to each of the Lots.

The cost of roadway maintenance of Village Hill Circle as described in the prior paragraph shall be paid for by the Northview Homeowners' Association which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of roadway maintenance for Village Hill Circle and shall not be considered a member of Northview Homeowners

Association for these purposes. Such costs shall be allocated between individual lot owners, including Sturbridge.

The extent of common area maintenance shall in all cases be governed by the Village Hill Standard which includes compliance with the zoning, bylaws and permitting documents in place regarding the Property and the Northview Property, including the Subdivision Approval. Association even after any acceptance of Olander Loop as a public way.

b. Stormwater Runoff and Pollutant Prevention.

It shall be the responsibility of the Northview Homeowners' Association to comply with the requirements of the Stormwater Management Permit issued by the City of Northampton dated May 12, 2016 and the Stormwater Management Operation, Maintenance and Inspection Agreement by and between Sturbridge and the City of Northampton required by the Stormwater Management Permit and the terms and provisions of the Long Term Operations and Maintenance Plan memorandum dated February 2, 2016, revised August 8, 2016 and attached hereto as Exhibit A. The costs of such compliance shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a member of Northview Homeowners' Association for these purposes. Such costs shall be allocated between individual Unit owners, including Sturbridge.

The Northview Homeowners' Association shall submit (or cause to be submitted) an annual report to the Northampton Conservation Commission and Department of Public Works as required by the permits issued for the Sixth District and the Stormwater Management Operation, Maintenance and Inspection Agreement.

c. Maintenance of Sidewalks in Sixth District.

All ten foot sidewalks and all paved multi-use paths shown on the Plan shall be maintained at all times in good and proper condition, and regraded and repaired as necessary to keep them in safe, good, smooth and usable condition and according to the grade as originally constructed. The cost of such maintenance shall be paid for by the Northview Homeowners' Association, which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of such maintenance and shall not be considered a member of the Northview Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Sturbridge.

Notwithstanding the above, all Lot owners shall be responsible for snow and ice removal from six-foot wide paved sidewalks directly abutting their property in accordance with City of Northampton ordinances. Responsibility for snow and ice removal from the ten-foot wide sidewalks and multi-use paths shown on the Plan shall remain the responsibility of the Northview Homeowners' Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for such costs and shall not be considered a member of Northview Homeowners' Association for these purposes. Such costs shall be allocated between individual Unit owners, including Sturbridge.

8. Northview Homeowners' Association Rules and Regulations. In accordance with the provisions of Article III, Paragraph 3(A)(7) of the Declaration, the Northview Homeowners' Association may adopt supplemental use restrictions and rules applicable to the Sixth District, including the By-Laws of the Northview Homeowners' Association and Rules and Regulations of the Northview Homeowners' Association (the "Sixth District Rules and Regulations".) The Sixth District Rules and Regulations shall be subject to the approval of the Board of the Association as provided in Article III, Paragraph 3(A)(7). In the event of any conflict between the provisions of any Sixth District Rules and Regulations and any provisions of the Declaration the provisions of the Declaration shall govern.
9. Sixth District Assessments. The owners of each of the Units hereby covenant and agree to pay to the Northview Homeowners' Association one-eighteenth (1/18th) of the annual assessment each, and special assessments in the same percentages, all as determined by the Northview Homeowners' Association to be necessary to accomplish the work stated in Section 7 of this Sixth Supplemental Declaration. Said assessments shall commence at the time of the sale of the first Unit within the Sixth District by Sturbridge, and shall be payable on the date fixed by the members at that time, notwithstanding whether a member has commenced or completed construction of a dwelling on their parcel by said time. It is hereby stated to be the intention that Village Hill Circle shall be maintained regardless of the number of constructed or occupied dwellings, unless the members decide otherwise by unanimous consent. Notwithstanding the foregoing, prior to the conveyance of all of the Lots to persons other than the Grantor, the Grantor shall not be responsible for the payment of any annual or special assessments for the Sixth District. Such costs shall be allocated between individual unit owners and Sturbridge with each unit owner responsible for one-eighteenth (1/18th) of such costs and Sturbridge for the remainder unless and until Sturbridge no longer owns any lots or portions thereof within the Sixth District.
10. Effect of Nonpayment of Sixth District Assessments. If any assessments payable hereunder are not paid on the date when due, then such assessments shall become

delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the Unit which shall bind such property in the hands of the then owner and his successors in record title. The personal obligations of the then owner to pay such assessment, however, shall also remain the owner's personal obligation.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Sixth District Association may bring any action at law against the owner personally obligated to pay the same or to foreclose the lien against the Unit, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

11. Foreclosure of Lien for Nonpayment of Sixth District Assessments. The lien provided for herein may be enforced, in case of nonpayment for four (4) months from the due date of the assessment, by sale at public auction on the Unit owner's premises, first complying with the statutes relating to the foreclosure of mortgages by power of sale in a Massachusetts form of power of sale mortgage. The recording of an affidavit of such sale together with the Sixth District Association's deed to the purchaser(s) shall forever bar the delinquent Unit owner and his successors in record title from all right and interest in said Unit, at law or in equity. Similarly, as above, the lien sought to be foreclosed shall include the aforesaid interest and legal costs and attorney's fees incurred as a result of the foreclosure proceedings.

12. General Provisions.

- a. Authority for Supplemental Declaration. This Sixth Supplemental Declaration is being recorded pursuant to Article VI, Paragraph 6(A) of the Declaration which permits the Grantor, as declarant, during the Declarant Control Period, to record any Supplement Declaration to establish districts. This Sixth Supplemental Declaration is being recorded while the Declarant owns the Sixth District Property, and no consent of any third party is required for this Sixth Supplemental Declaration to be effective. In accordance with the provisions of Article VII, Paragraph 6A, this Sixth Supplemental Declaration shall be effective upon the Effective Date. This Sixth Supplemental Declaration is being recorded in accordance with and pursuant to the second full paragraph of Article VII, Paragraph 6(A) of the Declaration.
- b. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the

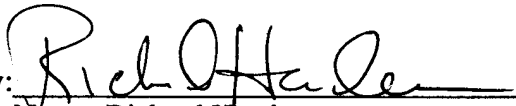
singular; and the masculine the feminine or neuter shall include the masculine, feminine and neuter.

- c. Captions. All captions or titles used in this Sixth Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of this Sixth Supplemental Declaration.
- d. Ratification of Declaration. Except as specifically amended in this Sixth Supplemental Declaration, the Declaration is hereby ratified and confirmed.
- e. Governing Law. This Sixth Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this Sixth Supplemental Declaration shall not affect the validity or enforceability of the remaining provisions of this Sixth Supplemental Declaration or the Declaration.

Executed under seal this 13th day of September, 2016.


HOSPITAL HILL DEVELOPMENT LLC

By: Massachusetts Development Finance Agency,
Its Manager

By: 
Name: Richard Henderson
Title: Executive Vice President for Real
Estate

ACKNOWLEDGED AND AGREED TO:

STURBRIDGE DEVELOPMENT, LLC

By: 
Name: Kent W. Pecoy
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 13th day of September, 2016 before me, the undersigned notary public, personally appeared Richard Henderson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President for Real Estate, Massachusetts Development Finance Agency acting in its capacity as the manager of Hospital Hill Development LLC, a Delaware limited liability company.



Megan J. Hebert
 (official signature and seal of notary) Megan J. Hebert
 My commission expires 04/22/2022

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 13th day of September, 2016 before me, the undersigned notary public, personally appeared Kent Pecoy, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of Sturbridge Development, LLC.

Joseph A. Pacella
 (official signature and seal of notary) Joseph A. Pacella
 My commission expires 08/25/2017

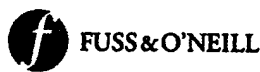


Joseph A. Pacella
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires 8/25/2017

EXHIBIT A

Long Term Operations and Maintenance Plan Memorandum

[See Attached]



M E M O R A N D U M

TO: Kent Pecoy & Sons Construction, Inc.

FROM: Fuss & O'Neill, Inc.

DATE: February 3, 2016
Revised August 8, 2016

RE: Long Term Operation and Maintenance Plan
Village Hill Northview Lot
Northampton, MA

This Long Term Operation and Maintenance Plan (O&M) is for a residential subdivision, Village Hill Northview Lot, located in Northampton, Massachusetts. This O&M has been prepared in accordance the Massachusetts Stormwater Handbook and the City of Northampton Stormwater Regulations.

Property Owner: Sturbridge Development, LLC
215 Baldwin Street
West Springfield, MA 01089

Responsible Party: Kent Pecoy
413-781-7008

It will be the responsibility of the Sturbridge Development, LLC, Inc. to comply with this Long Term Operation and Maintenance Plan. The owner is responsible for all financing, maintenance and emergency repairs. Should the property or any portion of the property be transferred to another owner, that new owner will be notified of the presence of this Long Term Operation and Maintenance Plan and be held responsible for the implementation of this plan and financing as it pertains to their property.

The property owner shall be responsible for correction violation issued from the City Engineer. If satisfactory corrections have not been completed within 30 days, the Department of Public Works may perform all necessary work to place the facility in proper working condition. The owner of shall be assessed the cost of the work and any penalties.

Operation and Maintenance Plan

The post construction operation and maintenance plan outlined hereafter provides recommendations for periodic inspection and maintenance activities for the stormwater management system. This Long Term Operation and Maintenance Plan will ensure that the stormwater management system functions as designed throughout the life of the system.

- The stormwater collection systems will be inspected a minimum of four (4) times per year to maintain proper operation. Sediment and debris shall be removed from structures and pipes. Sedimentation will be removed from each deep sump catch basin a minimum of four (4) times a



year or whenever the depth of deposits is greater than or equal to one half the depth from the bottom of the invert of the lowest pipe. Deep sump catch basins shall be cleaned at the end of the foliage and snow removal seasons.

- Underground infiltration systems must be inspected periodically (every 5 years) for drawdown after a major storm event.
- Paved surfaces including 10 foot wide public path, will be swept twice annually, April and October, to remove sand and debris following winter months.
- Porous pavement surfaces will be monitored as needed to ensure the paving surface drains properly after storm events. The surfaces shall be cleaned with a power washer to dislodge trapped particles and then vacuum swept as required, with a minimum of at least twice annually, April and October to remove sand and debris following winter and summer months. Inspection of deterioration and an assessment of exfiltration capabilities shall be done annually. No winter sanding is allowed within the porous pavement area.
- Detention basin shall be inspected at least once a year and after major storm events. Outlet structures shall be inspected for evidence of clogging or outflow release velocities greater than design flow. Side slopes, embankment, and emergency spillway shall be mowed at least twice a year. Trash and debris will be removed at least twice a year and sediment from the basin will be removed at least once every ten (10) years.
- At least twice per year, during the spring (April) and fall (November), outlet structures will be examined and cleaned, and all floatables and solids trapped will be removed.
- Stormwater structures and pipes will be inspected each spring (April) and fall (November) for accumulation of sediment and debris. Clean as required.
- Subsurface infiltration systems will be inspected a minimum of twice annually for accumulation of silt and debris. Refer to the Manufacturer's Operation and Maintenance guidelines for manufacturer's specifications on inspection and maintenance.
- Rain gardens shall be inspected monthly. Re-mulch void areas annually in the spring, remove dead vegetation annually in the spring or fall, replace dead vegetation annually in the spring, prune annually in the spring or fall, and replace entire media and all vegetation in late spring or early summer as needed.
- After major storm events gravel and stone dust paths shall be inspected for evidence of erosion. Any erosion shall be cleaned up and repaired.

Location and Access of Stormwater Management System

All components of the stormwater management system are located within project site area. Access to the components will be from the main subdivision road and gravel access roads. The attached Site Plans provide the location and access for the stormwater management system.

**FUSS & O'NEILL****Snow Removal Plan**

The property owner will be responsible for removal of snow within the roadway and 10 foot wide public path.

- Snow shall be plowed to perimeter of the paved road where applicable.
- De-icing chemicals may only be used on pedestrian surfaces. All other paved surfaces may have sand applied, with the exception of the porous pavement areas.
- Snow removal shall comply with the operation and maintenance schedule for this project area.
- Excess snow shall be removed from site.
- Snow shall not be stockpiled within the rain garden or in the area of the subsurface infiltration system.

Records of Maintenance and Repair Activities

The responsible parties shall keep records of installation, maintenance and repairs of the stormwater management facilities. These records shall be retained for the most recent five years on site and be provided to the Stormwater Authority annually and upon request. An example Operation and Maintenance Log Form is attached.

Owner Signature: _____ date: _____

Print Name: _____

Attachments: O&M Log Form



Operation and Maintenance Log Form

Project/Location: _____

"As Built" Plans Available? _____

Date/Time: _____

Days since previous rainfall and rainfall amount: _____

Inspector: _____

Maintenance Item	Satisfactory	Unsatisfactory	Comments
1. Asphalt Road & Sidewalk Sweeping			
• Sand and debris been removed			
2. Porous Paved Parking Areas			
• Sand and debris been removed			
3. Deep Sump Catch Basins			
• Sump clean of all sedimentation			
4. Rain Garden			
• Vegetation coverage adequate			
• Undesirable vegetative growth			
• Undesirable woody vegetation			
• Mowing performed as necessary			
• Embankment in good repair			
• No evidence of erosion			
• Standing water or wet spots			
• Sediment and/or trash accumulation			
• Outlet Control Structure Good Condition			
• Stone Filter Strip in Good Condition			
• Other (specify)			
5. Detention Basin #1			
• Vegetation coverage adequate			
• Undesirable vegetative growth			
• Undesirable woody vegetation			
• Mowing performed as necessary			
• Embankment in good repair			
• No evidence of erosion			
• Standing water or wet spots			
• Sediment and/or trash accumulation			



FUSS & O'NEILL

Maintenance Item	Satisfactory	Unsatisfactory	Comments
• Outlet Control Structure Good Condition			
• Gravel Access Road in good condition, no damage			
• Other (specify)			
6. Detention Basin #2			
• Vegetation coverage adequate			
• Undesirable vegetative growth			
• Undesirable woody vegetation			
• Mowing performed as necessary			
• Embankment in good repair			
• No evidence of erosion			
• Standing water or wet spots			
• Sediment and/or trash accumulation			
• Outlet Control Structure Good Condition			
• Gravel Access Road in good condition, no damage			
• Other (specify)			
7. Subsurface Infiltration System #1			
• Meet requirements of the Manufacture's O&M Guidelines			
• Other (specify)			
• Drawdown (once every 5 years)			

Source: Adapted from Watershed Management Institute, Inc. 1997. *Operation, Maintenance, and Management of Stormwater Management Systems*. In cooperation with U.S. Environmental Protection Agency, Office of Water. Washington, D.C.

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER
MARY OLBERDING

Village at Hospital Hill—North
First Amendment to Second Supplemental Declaration

This First Amendment to Second Supplemental Declaration is made as of this 19th day of November, 2012 by HOSPITAL HILL DEVELOPMENT LLC, 160 Federal Street, Boston, Massachusetts, hereinafter referred to as the "Grantor".

Background

- A. The Grantor is the Declarant pursuant to the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated as of April 17, 2008, recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as amended by the Supplemental Declaration dated as of November 2, 2009 and recorded in the Hampshire County Registry of Deeds at Book 10019, Page 271, and Second Supplemental Declaration dated May 21, 2012, and recorded in the Hampshire County Registry of Deeds in Book 10912, Page 26 (collectively, the "Declaration").
- B. The Declaration subjects the Property more particularly described in the Declaration to certain covenants, restrictions and easements.
- C. The Declaration provides for the creation of Districts that constitute part of the Property that is subject to the Declaration upon the terms and conditions set forth in the Declaration.
- D. The Grantor desires to amend the Second Supplemental Declaration dated May 21, 2012, and recorded in the Hampshire County Registry of Deeds in Book 10912, Page 26 ("Second Supplemental Declaration") as set forth hereinafter.

In furtherance of the foregoing and pursuant to its authority under Article VI and VII of the Declaration, the Grantor hereby amends the Second Supplemental Declaration as follows:

1. **Maintenance of Light Poles and Walkways through Beech Tree Park.** Section 8(c) of the Second Supplemental Declaration is hereby amended, so that as amended it shall read in its entirety as follows:

"The walkways in "Beech Tree Park", as shown on the site plan attached hereto as Exhibit A (the "Site Plan"), and that are adjacent to the southern property line of Lot 1, Lot 2 and Lot 3 and as shown on the Site Plan shall be kept clear of snow and ice ("Walkway Maintenance"). Each owner shall be responsible for the Walkway

Maintenance associated with such owner's respective lot and all costs and expenses related thereto.

Each owner of Lot 1, Lot 2 and Lot 3 shall be responsible for maintaining the Light Pole shown on the Site Plan and located at the southern property line of each Lot in good order and repair so that each such light pole shall be illuminated from dusk to 10:00 pm every night. The cost and expenses of such maintenance shall be the responsibility of each lot owner.

2. Maintenance of Retaining Wall. Section 8 of the Second Supplemental Declaration is hereby amended by adding the following additional subsection

"d. Maintenance Of Common Retaining Wall.

"The retaining wall on the easterly side of Lot 1 as shown on the Site Plan shall be maintained, repaired, replaced and upgraded, as necessary, to keep it in safe, good and usable condition.

"The cost of maintenance of said retaining wall as described in the prior paragraph shall be paid for by the Beechwood Way Homeowners Association, which cost shall be shared equally by the members of said Association. Notwithstanding the foregoing sentence, the Grantor shall not be responsible for the cost of said maintenance and shall not be considered a member of Beechwood Way Homeowners Association for these purposes. Such costs shall be allocated between individual lot owners, including Wright Builders, Inc., a Massachusetts corporation."

3. Except as set forth herein the Second Supplement shall remain unchanged and in full force and effect. This First Amendment to Second Supplemental Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any determination of invalidity or unenforceability of any provision of this First Amendment to Second Supplemental Declaration shall not affect the validity or enforceability of its remaining provisions.

CONSENT OF LOT OWNER

Pursuant to Section 6(A) of the Declaration, Wright Builders, Inc., as the owner of Lot 1, Lot 2 and Lot 3, as shown on the Plan, hereby consents to the amendment to the provisions of the Second Supplemental Declaration concerning the Second District as set forth in this First Amendment to the Second Supplemental Declaration.

Wright Builders, Inc.

By: 

Jonathan A. Wright
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

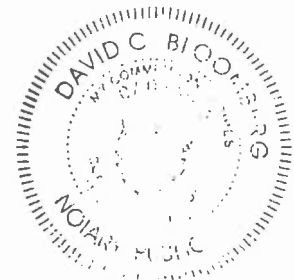
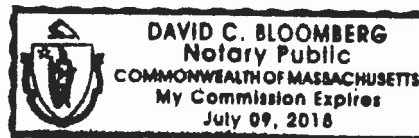
Hampshire, ss.

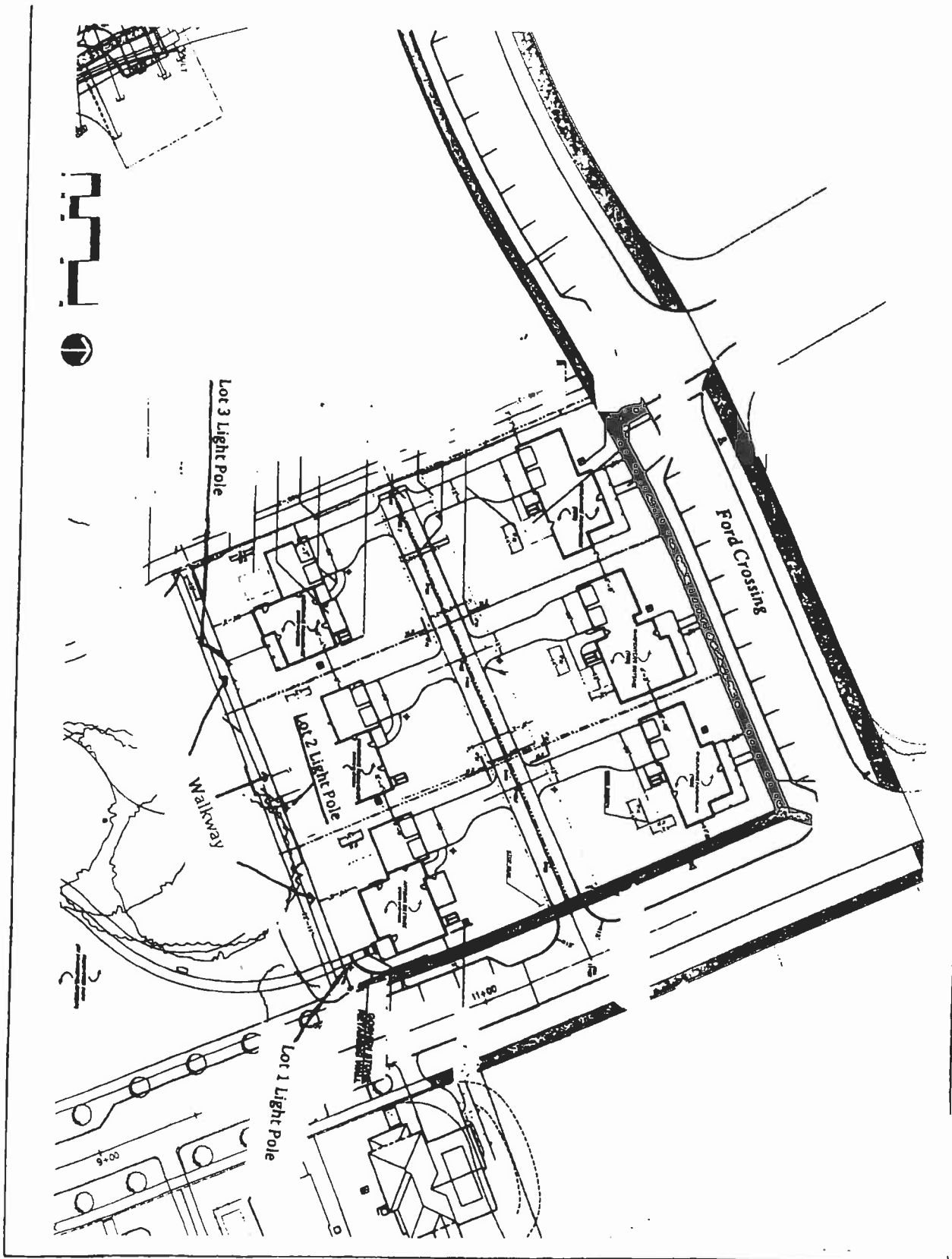
On this 21st day of November, 2012, before me, the undersigned notary public, personally appeared Jonathan A. Wright and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President and Treasurer of Wright Builders, Inc., a Massachusetts corporation.



(official signature and seal of notary)

My commission expires 7/9/2015





<p>The Berkshire Design Group, Inc.</p> <p>121 Main Street P.O. Box 100 Berkshire, MA 01501</p>	<p>Beechwood Village, MA, 01501</p>	<p>BY: Patricia A. Plaza of Berkshire Design Group, Inc. Berkshire, MA</p>	<p>Site Plan</p>
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ATTEST: HAMPSHIRE, Patricia A. Plaza REGISTER
PATRICIA A. PLAZA

**First Amendment to Amended and Restated By-Laws
Village at Hospital Hill - North**

This First Amendment to Amended and Restated By-Laws Village at Hospital Hill – North (“First Amendment”) is made as of April 27, 2022.

Recitals

1. Hospital Hill Development, LLC is the Declarant and sole Director of Village at Hospital Hill - North Association (the “Association”) a landowner’s association organized pursuant to those certain Amended and Restated Bylaws Village at Hospital Hill – North Association dated September 26, 2008 and recorded with the Hampshire County Registry of Deeds at Book 09610, Page 131 (the “By-Laws”). Capitalized terms used but not defined in this First Amendment shall have the meaning(s) given in the By-Laws.
2. As defined in the By-Laws, the Declarant Control Period, expires on the earlier to occur of “(i) the date upon which the last Lot is conveyed to Persons other than the Declarant or a Residential Developer, or (ii) the date designated by the Declarant as the termination date of the Declarant Control Period by written notice given to the Association and by the recording of a certificate to that effect in the Registry”.
3. The Declarant desires that the Declarant Control Period expire prior to the satisfaction of subsection 2 (i) above, and in preparation for designating a date for the expiration of the Declarant Control Period under subsection (ii), desires to amend the By-Laws as follows.

Amendment

1. Section 12 of the By-Laws shall be deleted in its entirety and replaced with the following:

“12. Meetings of the Board and Lot Owners

A. The Board shall meet annually on the date of the Annual Meeting of the Lot Owners. Other meetings may be called by any Director, and in such other manner as the Board may establish, provided, however, that written notice of each meeting, shall be given at least five (5) days before such meeting to each member of the Board. All meetings shall be conducted in accordance with such rules as the Board may adopt.

B. There shall be an annual meeting of the Lot Owners on the second Wednesday of April in each year at 7:00 p.m. or at such reasonable place and time (not more than forty-five (45) days before or after said date) as may be designated

by the Board by written notice given to the Lot Owners at least ten (10) days prior to the date so designated (the "Annual Meeting").

Special meetings of the Lot Owners may be called upon the written request of any three (3) Lot Owners. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board to the Lot Owners at least ten (10) days prior to the date so designated. At the annual meeting of the Lot Owners, the Board shall submit reports of the management and finances of the Association. Whenever at any meeting the Board proposes to submit to the Lot Owners any matter with respect to which approval of or action by the Lot Owners is necessary or appropriate, the notice of such meeting shall state and reasonably specify such matter. A quorum of Lot Owners shall consist of a majority of the total Units then in existence. No action may be taken by the Lot Owners at any meeting at which is quorum of Lot Owners is not present except for the election and appointment of Directors which shall not require a quorum of Lot Owners.

Meetings of the Board of Directors, Lot Owners, or any other duly constituted committee or group recognized by the Board may be held electronically by video, audio, internet, or other means of electronic communication where all attendees can follow the proceedings as they are occurring and can be heard by all other attendees.

After the Transition Election, the Board may elect to hold elections or other votes taken hereunder by electronic means as they may reasonably determine."

2. Except as amended by this First Amendment, the By-Laws shall remain unmodified and in full force and effect.


[Signature Page Follows]

Adopted by the Declarant pursuant to Section 13 C of the By-Laws and executed, under seal, by the Declarant as of the date first written above.

VILLAGE AT HOSPITAL HILL – NORTH
ASSOCIATION

BY: HOSPITAL HILL DEVELOPMENT LLC,
as Declarant

BY: MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY, its Manager

BY: 
Name: Tania Hartford
Title: VP Real Estate

COMMONWEALTH OF MASSACHUSETTS
County of Worcester

On this 27 day of April, 2022, before me, the undersigned notary public, personally appeared Tania Hartford of Massachusetts Development Finance Agency, the Manager of Hospital Hill Development LLC, as Declarant of Village at Hospital Hill – North Association, proved to me through satisfactory evidence of identification, namely, the person was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person signed it voluntarily as such person's free act and deed for its stated purpose as the VP Real Estate of Massachusetts Development Finance Agency, Manager of Hospital Hill Development LLC as Declarant of Village at Hospital Hill – North Association.




Name: _____
My commission expires: _____



KAREN Y. HACHEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 29, 2026

**Second Amendment to Amended and Restated By-Laws
Village at Hospital Hill - North**

This Second Amendment to Amended and Restated By-Laws Village at Hospital Hill – North ("Second Amendment") is made as of May 12, 2022.

Recitals

1. Hospital Hill Development, LLC is the Declarant and sole Director of Village at Hospital Hill - North Association (the "Association") a landowner's association organized pursuant to those certain Amended and Restated Bylaws Village at Hospital Hill – North Association dated September 26, 2008 and recorded with the Hampshire County Registry of Deeds at Book 09610, Page 131 (the "By-Laws"), as amended by the First Amendment thereto recorded in Book 14535, Page 262. Capitalized terms used but not defined in this Second Amendment shall have the meaning(s) given in the By-Laws.
2. As defined in the By-Laws, the Declarant Control Period, expires on the earlier to occur of "(i) the date upon which the last Lot is conveyed to Persons other than the Declarant or a Residential Developer, or (ii) the date designated by the Declarant as the termination date of the Declarant Control Period by written notice given to the Association and by the recording of a certificate to that effect in the Registry".
3. The Declarant desires that the Declarant Control Period expire prior to the satisfaction of subsection 2 (i) above, and in preparation for designating a date for the expiration of the Declarant Control Period under subsection (ii), desires to amend the By-Laws as follows.

Amendment

1. Section 1(B) of the By-Laws shall be deleted in its entirety and replaced with the following:

"B. ASSISTED LIVING. The term "Assisted Living" shall mean senior residential housing, including but not limited to, independent living facilities, in-home supportive services, and/or nursing home facilities. Three (3) Assisted Living units shall constitute a Unit as defined below."

2. Section 1(H) of the By-Laws shall be deleted in its entirety and replaced with the following:

"H. COMMERCIAL UNIT. The term "Commercial Unit" shall mean 1.5 Units for each one thousand (1,000) gross square feet in each Commercial Building and 1 Unit for every three (3) Assisted Living units in a Commercial Building used for Assisted Living. Partial Commercial Units shall

be limited to .5 units only for purposes of calculating Common Area Percentage Interest."

3. Section 1(AA) of the By-Laws is hereby amended by inserting at the end of the last sentence thereof, "or any other revised Plans recorded with the Hampshire Registry of Deeds."

4. Section 1(GG) of the By-Laws shall be deleted in its entirety and replaced with the following:

"GG. SPECIAL PERMIT DECISION. The term "Special Permit Decision" shall mean the Decision of the Northampton Planning Board dated September 26, 2002 and recorded in the Hampshire County Registry of Deeds (the "Registry") in Book 6835, Page 81, the Amendment dated August 14, 2003 recorded in the Registry at Book 8024, Page 249 and the Amendment dated February 19, 2004 in accordance with the Settlement Agreement dated January 30, 2003 in Land Court Case No. 292406, recorded in Book 8024, Page 252, and the Amendment dated August 6, 2007 recorded in Book 9282, Page 103, and the Amendment dated March 6, 2009 recorded in Book 9957, Page 56, as it may be further amended from time to time."

5. Section 2.A. of the By-Laws shall be deleted in its entirety and replaced with the following:

"A. (i) One officer of the Declarant shall serve as the Board of Directors for the Village at Hospital Hill – North Association (the "Directors") until the Declarant Control Period expires.

(ii) As of the date that the Declarant Control Period expires, (the "Declarant Control Period Expiration Date") there shall be not fewer than three (3) nor more than six (6) Directors, all of whom shall be Lot Owners or owners of the beneficial interest in a Lot. The Directors shall be elected or appointed as described below at the annual meeting of Lot Owners held pursuant to Section 12 of these By-laws, provided, however, that the first election and appointment of Directors to serve after the Declarant Control Period Expiration Date (the "Transitional Election") shall occur within 30 days of the Declarant Control Period Expiration Date. A quorum of Lot Owners shall not be required for the election of Directors.

(iii) At the Transitional Election, the Owners of residential Lots 13A, 17, 20, 21, 23 and 25 (collectively, the "TCB Lots") shall appoint one (1) Director who shall serve until a successor is appointed.

(iv) At the Transitional Election and at each annual meeting of Lot Owners following the expiration of the term of a Director elected pursuant to this subsection (iv), the Owners of the Lots on which Commercial Buildings

are situated (the "Commercial Lots") shall elect by majority vote one (1) Director from a ballot of one (1) or more candidates proposed by the Owners of the Commercial Lots, each of whom shall be a representative of an Owner of a Commercial Lot. A Director elected pursuant this subsection (iv) shall serve a three (3) year term.

(v) At the Transitional Election, the Owners of residential Lots other than the TCB Lots (i.e., the Owners of single-family dwellings, duplex or condominium units) shall elect by majority vote three (3) Directors from a ballot of at least three (3) candidates proposed by such residential Lot Owners, all of whom shall be Owners of residential Lots other than the TCB Lots.

(vi) The Directors elected at the Transitional Election pursuant to subsection (v), above, shall serve an initial term of three (3) years. At each annual meeting of Lot Owners following the expiration of the initial term, the Owners of residential Lots other than the TCB Lots shall coordinate and propose a ballot of at least three (3) candidates for the Board, all of whom shall be Owners of residential Lots other than the TCB Lots. These Directors shall be elected by majority vote of the Lot Owners of residential Lots other than the TCB Lots to serve staggered three (3) year terms.

(vii) At any annual meeting of Lot Owners after the initial three (3) year term, the Owner or Owners of the TCB Lots may appoint a second Director, thereby increasing the number of Directors on the Board to six (6).

(viii) In the event that The Community Builders, Inc., or its affiliate, ceases to be the sole owner of the TCB Lots, at the next annual meeting of Lot Owners or special meeting called for such purpose, and at each annual meeting of Lot Owners thereafter, the Owner or Owners of the TCB Lots shall either (a) ratify the appointment of the then serving Director or Directors appointed by the Owner of the TCB Lots; or (b) replace such Directors by appointing one (1) or two (2) Directors, as needed.

(ix) No elected Director shall serve more than two (2) consecutive terms. All Directors shall serve until a successor is elected or appointed.

(x) In the event of a vacancy of any Director seat, the remaining Directors shall call a special election within 45 days of the effective date of the vacancy to fill such vacancy. Proposed candidates shall be presented by the Owners of the Commercial Lots or residential Lots other than the TCB Lots, as the case may be, for the applicable vacant seat within 30 days of the special election, which shall be elected pursuant to Section 2 A (iv) and (vi) above. Notwithstanding the above, the Owner(s) of the TCB Lots shall appoint a Director to fill such vacancy of a Director seat initially appointed by

the Owner of the TCB Lots within 45 days of the effective date of the vacancy.”

6. Section 2.C. of the By-Laws shall be deleted in its entirety and replaced with the following:

“Any Director may be removed for cause by an affirmative vote of the Voting Members holding a majority of Units; provided, however, that only the Declarant may remove a Declarant-appointed Director. The term “cause” as used in the immediately preceding sentence shall, for purposes of this subsection, encompass only actions or omissions taken or omitted in bad faith, or the personal or willful malfeasance or fraud of the Director who is the subject of the proceeding. The term “cause” shall not include actions or omissions taken, suffered or omitted in good faith or by reason of honest errors of judgment or mistakes of fact or law. The vacancy shall be filled in accordance with Section 2.A. (x) above. No Director other than a Declarant-appointed Director shall continue to serve on the Board if, during the term of office, the director shall cease to be a Lot Owner.”

7. Section 2.D of the By-laws shall be amended by deleting the sentence, “Promptly following the end of the Declarant Control Period the Board shall elect from among its members a Chair and a Vice Chair.” and replacing it with the following:

“Within 2 weeks of the Transitional Election the Board shall elect from among its members a Chair and a Vice Chair and such other officers as the Board shall determine.”

8. The last sentence of Section 4.E. of the By-Laws is hereby deleted and replaced with the following:

“All other Special Assessments shall only be made by an affirmative vote of seventy-five percent (75%) of the total number of Units, provided however that Special Assessments that are up to or equal to the “Threshold Amount” as defined herein, in the aggregate in any year may be made by a vote of sixty percent (60%) of the total number of Units. The “Threshold Amount” as of 2022 shall be \$15,000, subject to adjustment for inflation every five (5) years based on the Consumer Price Index (CPI) published by the U.S. Department of Labor.”

9. Section 12. B. of the By-Laws shall be amended by deleting the last sentence, “After the Transition Election, the Board may elect to hold elections or other votes taken hereunder by electronic means as they may reasonably determine.” and replacing it with the following:

“After the Transition Election, the Board may elect to hold elections or other votes taken hereunder by electronic means as they may reasonably determine and may allow voting by proxy.”

10. Section 13.B. of the By-Laws shall be deleted in its entirety and replaced with the following:

“Except with respect to the sale, by Hospital Hill Development LLC, of the parcel now known as Lot 14B-2, in whole or in part, no amendment shall change any Lot Owner's Common Area Percentage Interests, or change the voting rights of Lot Owners, unless the amendment is executed by: (i) all of the Lot Owners, and (ii) all record holders of any liens thereon. Upon the sale of Lot 14B-2, the Board of Directors shall be authorized to record an amendment to the Consolidated Declaration revising Exhibit A to allocate a Common Area Percentage Interest to Lot 14B-2 based on the formula of 1000 SF equals 1.5 Units and to adjust the Common Area Percentage Interests of all Lot Owners accordingly. Such amendment shall be effective upon recording with the Hampshire Country Registry of Deeds and shall not require the approval of any other Lot Owners or record holders of any liens thereon.”

11. Section 20 of the By-Laws is hereby amended by inserting after the last sentence thereof,

“In the case of the persistent violation of the provisions of this Section 20 by a Lot Owner, the Board shall have the power, after notice and a hearing pursuant to Section 22 hereof, to require such Lot owner to post a bond to secure adherence to the requirements of this Section 20.”

12. Exhibit A to the By-Laws shall be deleted in its entirety and replaced with the revised Exhibit A attached hereto and made a part hereof.

13. Except as amended by this Second Amendment, the By-Laws shall remain unmodified and in full force and effect.

[Signature Page Follows]

Adopted by the Declarant pursuant to Section 13 C of the By-Laws and executed, under seal, by the Declarant as of the date first written above.

VILLAGE AT HOSPITAL HILL – NORTH
ASSOCIATION

BY: HOSPITAL HILL DEVELOPMENT LLC,
as Declarant

BY: MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY, its Manager

BY:

Name:

Title:


Tania Hartford
EVP Real Estate

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

On this 12th day of May, 2022, before me, the undersigned notary public, personally appeared Tania Hartford, _____ of Massachusetts Development Finance Agency, the Manager of Hospital Hill Development LLC, as Declarant of Village at Hospital Hill – North Association, proved to me through satisfactory evidence of identification, namely, the person was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person signed it voluntarily as such person's free act and deed for its stated purpose as the _____ of Massachusetts Development Finance Agency, Manager of Hospital Hill Development LLC as Declarant of Village at Hospital Hill – North Association.



Name:

My commission expires:

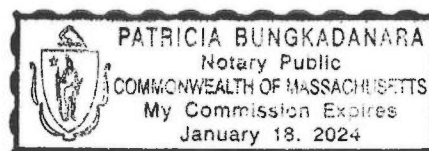


EXHIBIT A

Total Number of Units / Common Area Percentage Interests as of June 30, 2022

Development Lot	No. of Units	Common Area Percentage Interests
Residential		
Lot 17 – Hilltop	33	8.30%
Moser St. Bungalows	24	6.04%
Morningside	11	2.77%
Eastview	11	2.77%
Lot 21 – Hillside	8	2.01%
Lot 23 - Hillside	24	6.04%
Lot 25 - Hillside	8	2.01%
Lot 22C - Upper Ridge	8	2.01%
Lot 24E - Upper Ridge	4	1.01%
Lot 24D - Upper Ridge	10	2.52%
Lot 24C - Upper Ridge	5	1.26%
Beechwood	6	1.51%
Lot A22 -78 Moser, 50 Musante	2	0.50%
Lot A27 - Westview	6	1.51%
Northview	21	5.28%
The Columns	25	6.29%
Parcel 1-107 Olander Drive	1	0.25%
Village Hill Co-Housing Lot	28	7.04%
Meadow Run Parcels	5	1.26%
Lot 20 - 35 Village Hill Rd.	12	3.02%
Coach House	2	0.50%
North Commons	53	13.33%
Subtotal	307	77.23%

Development Lot	No. of Units	Common Area Percentage Interests
Commercial		
Lot 18 Office - Pathlight	27	6.79%
Lot 19 - ServiceNet	26.5	6.67%
Assisted Living Lot - Christopher Heights Assisted Living	28	7.04%
Coach House	7.5	1.89%
Lot 20 - 35 Village Hill Rd.	1.5	0.38%
Subtotal	90.5	22.77%
Total	397.5	100.00%

Village at Hospital Hill – North Association
c/o Hospital Hill Development LLC
99 High Street, 11th Floor
Boston, MA 02110

NOTICE OF BOARD OF DIRECTORS' MEETING
AMENDMENT OF USE RESTRICTIONS AND RULES

March 22, 2017

Dear Village at Hospital Hill - North Lot Owner:

At a Board of Directors' meeting on Thursday, March 30, 2017 at 6:00 at the Northampton Senior Center, located at 67 Conz Street in Northampton, the Board of Directors of Village at Hospital Hill – North Association shall vote on the following change to the Use Restrictions and Rules:

Section 2.1.1(ii)(d)(4) of the Use Restrictions and Rules shall be deleted in its entirety and replaced with the following:

Picket and rail fences are encouraged. Side yard and rear hard fences shall be no taller than 48" above grade, **except when (i) the rear yard of a Single Family Dwelling faces the rear yard of another residence with no alleyway between the two rear yards, or (ii) a side yard of a Single Family Dwelling is adjacent to a roadway, then such Single Family Dwelling may be allowed to have a fence 72" above grade along such rear yard or side yard, as applicable, upon the prior written approval of the Association.** Front yard fences, if approved by the Association, shall be no taller than 36" above grade. Rear yard partitioning/privacy fences for town houses shall be no taller than 72" above grade. With the exception of retaining walls, residential walls shall be no taller than 30" above grade. Fencing shall be double-faced or constructed so that the "good" side is outward-facing from the property. For wood fences, no stringers or posts shall be outward-facing. The preferred design for walls is "dry laid natural stone." The wall material shall be a natural-looking, unobtrusive color. With the exception of retaining walls, the top of walls should be relatively smooth and free of sharp or protruding objects.

Please note that the addition of the **bolded** language is the only change being made to the Use Restrictions and Rules.

Sincerely,

Richard Henderson
VHN Board of Directors

Use Restrictions and Rules
Updated as of March 30, 2017

The following requirements and restrictions shall apply to Village at Hospital Hill—North (“Village Hill”) until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article III Section 3 of the Consolidated Restatement and Amendment of the Declaration of Covenants, Conditions and Restrictions for the Village Hill (the “Declaration”). All requirements and restrictions applicable to an “Owner” of a Lot or a Unit shall apply equally to an occupant of any Lot or Unit or any of the Owner’s or occupant’s agents, guests, invitees, employees, servants, licenses, leasees or visitors. In the case of any conflict between these Use Restrictions and Rules and the Declaration, the terms of the Declaration shall control.

The activities at Village Hill shall conform to the following requirements, unless expressly authorized by any Supplementary Declaration recorded by the Declarant, or by the Board subject to such conditions as may be imposed:

1.0 GENERAL

The provisions of this Section 1 apply to all types of property within Village Hill.

1.1 Uses of Lots and Common Areas:

- 1.1.1 *General Use:* Village Hill shall be used only for residential, commercial, retail, recreational, open space, infrastructure and public purposes as specifically designated in the Deed for the applicable type of Lots and related purposes consistent with the Declaration and any Supplemental Declaration. Such purposes may include an information center and/or a sales office for any real estate broker retained by Declarant or Residential Developer to assist in the sale of property, offices for any property manager retained by the Association, or business offices for Declarant or the Association.
- 1.1.2 *Compliance with Law or Permits:* All activity shall be in compliance with local, state and federal laws and regulations and the Permits applicable to Village Hill; however, the Board shall have no obligation to take enforcement action in the event of violation.
- 1.1.3 *No Increase in Insurance:* No activity shall be conducted in or on any Lot, Unit or Common Area which would result in the increase of insurance rates for the insurance required to be maintained by the Association or any District Association on the Common Area or would result in the cancellation of any such insurance.

- 1.1.4 *Noisy, Obnoxious, or Disturbing Activities:* The following activities shall be prohibited: Any activity which (i) emits foul or obnoxious odors outside the Lot; (ii) tend to disturb the peace or threaten the safety of occupants of other Lots; (iii) tend to cause unclean, unhealthy or untidy condition to exist outside of enclosed structures on any Lot; or (iv) may be or become, in the reasonable judgment of the Board, a nuisance to persons using the Common Area or to the Owner or occupant of any other Lot or Unit.

Such restrictions shall include, without limitations, the following: (a) there shall be no use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except (i) alarm devices used exclusively for security and safety purposes; (b) there shall be no use or discharge of firecrackers or other fireworks; (c) no firearms shall be discharged upon property within Village Hill; (d) no open fire shall be lighted or permitted on any Lot within Village Hill except in a contained barbeque unit or fire place or fire pit while attended and in use for cooking purposes; (e) there shall be no on-site storage of gasoline, heating or other fuels, except (i) a reasonable amount of fuel may be stored in each Lot for use in contained barbeque units, emergency purposes and operations of lawn mowers and similar tools or equipment, and the Association and owners of Lots other than Lots in Single Family and Two Family Areas shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment; (f) there shall be no accumulation of rubbish, trash or garbage except between regular garbage pickups and then only in refuse and recycling containers; refuse container may be placed outside no earlier than 5:00 p.m. on the day before a scheduled garbage or trash pickup; (g) no motorized recreational vehicles including snowmobiles and off road dirt bikes or all terrain vehicles (ATV) shall be operated on any Lot including on the Roadway Easement and Open Space/ Conservation Areas; (h) no light emissions onto adjacent Lots beyond emissions permissible under the zoning ordinances for the City of Northampton.

- 1.1.5 *Parking Of Motor Vehicles:* Vehicles owned, operated or within the control of an Owner shall be placed in the garage of such Owner or the driveway of such Owner's Lots, or in a designated parking areas for the Lot. Garages shall be kept closed at all times, except as reasonably required for ingress and egress and for appropriate utilization of the garage by such Owner.

The following activities shall be permitted only in enclosed garages on in areas designated by the Board for such purposes:

Parking or storage of commercial vehicles or equipment, mobile homes, recreational vehicles, snowmobiles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles; provided, construction, services and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonable to provide service or to make a delivery to a Lot or the Common Area.

- 1.1.6 *Restriction on Animals*: The raising, breeding or keeping of any animals, livestock or poultry of any kind (“Animals”) shall be prohibited, except for the following: (i) the keeping of a maximum of two (2) dogs, cats or other usual and common household pets, which are registered, licensed and inoculated as required by the law, and are not bred or maintained for any commercial purpose, and (ii) the keeping or use of any dog trained to assist persons of impaired sight or hearing.

All Animals permitted to be kept shall be kept under control on a leash when on any portion of Village Hill except within the Lot of the owner of such Animal. It shall be the absolute duty and responsibility of each owner to clean up after such Animals.

However, those Animals which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board’s request. If the Animal’s owner fails to honor such request, the Board may cause the Animal to be removed.

- 1.1.7 *Restrictions on Use of Water Bodies within Village Hill*: Swimming, boating, fishing, use of personal flotation devices, or other active use of detention ponds, streams or other bodies of water within Village Hill is prohibited.
- 1.1.8 *Capturing Wildlife*: Feeding (except for birds), capturing, trapping or killing of wildlife within Village Hill shall be prohibited, except in circumstances posing an imminent threat to the safety of persons using Village Hill.
- 1.1.9 *Tree Cutting*: No cutting of specimen trees located at Village Hill, as shown on a plan entitled “Specimen Tree Survey, The Village at Hospital Hill, Northampton, Massachusetts” dated 8/25/2003 and prepared by Beals and Thomas, Inc. (“Specimen Tree Plan”) and further detailed in the report entitled “Tree Inventory for the Village at Hospital Hill in Northampton, Massachusetts” dated

April 20, 2003 and prepared by Urban Forestry Solutions and Horticultural Technologies, Inc. ("Tree Inventory Report") shall be allowed on any Lot, Common Area or in the Open Space/Conservation Areas except as permitted by the Association in the case of any risk to health, safety, or property or due to substantial damage. No trees shall be removed from any Common Areas except by permission of the Association. Clear-cutting or other denuding activities shall be prohibited. All tree removal shall be selective in nature and conducted in accordance with good forestry practices directed at improving the quality of woodlands. A copy of the Specimen Tree Plan and the Tree Inventory Report is on file with the Association.

1.2 Improvements to Lots:

- 1.2.1 *Neglect of Exterior Portions of Property:* No structures, equipment, or other items on the exterior portions of the Lot shall be permitted to become rusty, dilapidated or otherwise fall into disrepair, and all property including any improvements or landscaping thereon shall at all times be kept in a clean, safe, and attractive condition.
- 1.2.2 *Temporary Occupation:* No trailer, mobile home, basement of any incomplete building, tent, truck camper, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence in the residential areas, either temporary or permanent unless in any specific instance such use shall have been authorized by the Grantor. Temporary buildings or structures used during the construction shall be removed immediately after the completion of construction.
- 1.2.3 *Lawn Sprinkler:* Any Lot Owner who installs any lawn sprinkler systems shall be responsible for the costs of installing the proper backflow protection devices, and shall notify the Department of Public Works (Water Division) to approve standards and construction of backflow prevention.

1.3 Environmental Restrictions:

- 1.3.1 *Activities Harmful to Environment:* No activities shall be conducted which materially disturb or destroy the vegetation, wetlands or air quality at Village Hill or which result in unreasonable levels of sound or light pollution.
- 1.3.2 *Dumping:* Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or

toxic substances in any storm drain, drainage ditch, detention pond, stream, river or pond, or elsewhere within Village Hill shall be prohibited.

1.3.3 *Interference with Drainage Patterns:* After the location and installation of drainage swales, storm sewers or storm drains, there shall be no obstruction or rechanneling of drainage flows, except by the Declarant or the Association; provided, that the exercise of such right by the Declarant or the Association shall not materially diminish the value of or reasonably interfere with the use of any Lot without the Owner's consent.

1.3.4 *Outside Burning:* Outside burning of trash, leaves, debris or other materials shall be prohibited.

2.0 PROVISIONS APPLICABLE TO LOTS AND COMMON AREA

2.1 Improvements to Lots:

2.1.1 *Construction or Alteration of Improvements:* The term "Improvement" shall include buildings, outbuildings, parking lots, garages, carports, driveways, walls, stairs, decks, poles, signs, swimming pools and structures of every kind and type, including fences

i. *Building Structures:* There shall be no construction, erection, placement or modification of any building structure which requires a building permit or a zoning approval on a Lot, except in strict compliance with the permitted use provisions (Articles III) and the design review and approval provisions (Article V) of the Declaration, as applicable, and with prior approval of the Association.

ii. *Accessory Improvement:*

a) The term "Accessory Improvement" shall mean an Improvement that is incidental and subordinate to the principal Improvement on a Lot and which is permanently affixed to a building structure or the Lot. Accessory Improvement shall include, without limitation, structured, above-ground swimming pools; hedges, walls, dog runs, animal pens, or fences of any kind; garden shed; and satellite dishes and antennas. Except as provided herein, there shall be no construction, erection, placement or modification of any Accessory Improvement without the prior approval of the Association.

- b) Accessory Improvement shall not include any Improvement to a Lot which is readily removable from the Lot and not intended to be permanently affixed to any building structure or permanently installed into the ground or driveway area of a Lot.
- c) *Satellite Dishes and Antennas.* Any exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind permitted by the Association, if determined necessary by the Association, must be located or, if appropriate, screened from view of the adjacent Lots by approved fence or other approved structure no more than six (6) feet in height. The Declarant and/or the Association shall have the right, but not the obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission and reception of television, radio, satellite, or other signals for the benefit of all or a portion of Village Hill.
- d) *Residential Fences and Walls:*
 - 1. General. Residential fencing and walls that comply with the following location, materials and design requirements shall be permitted for detached single-family homes, two-family homes, and townhouses without the prior approval of the Association. All fences should be designed and installed with the principal intention of providing a decorative amenity to the property or the surrounding area. Residential walls may be used to retain soil and adjust site grading, and they may be used for fencing or decorative purposes. There shall be no fencing of multi-family residential buildings, unless allowed by the Association.
 - 2. Location. No residential fences or walls may be located in the front yard without prior approval by the Association. Side yard and rear yard fences may be located at or within the property line(s).
 - 3. Materials. Fences may be constructed of wood or metal. Walls may be constructed of natural stone. “Stockade” fences are not allowed. Plastic, vinyl or composite fence may be allowed with the prior approval of the Association. Chicken wire fencing is not allowed. Chain link fencing is not allowed. Solid metal fencing is not allowed. Barbed wire or razor wire fencing of any kind is not allowed. Above-ground electric fencing of any kind is not allowed.

4. Design. Picket and rail fences are encouraged. Side yard and rear yard fences shall be no taller than 48” from grade, except when the rear yard of a Single Family Dwelling faces the rear yard of another residence with no alleyway between the two rear yards, then such Single Family Dwelling may be allowed to have a fence 72” above grade along such rear yard, upon the prior written approval of the Association. Front yard fences, if approved by the Association, shall be no taller than 36” from grade. Rear yard partitioning/privacy fences for town houses shall be no taller than 72” above grade. With the exception of retaining walls, residential walls shall be no taller than 30” above grade. Fencing shall be double-faced or constructed so that “good” side is outward-facing from the property. For wood fences, no stringers or posts shall be outward-facing. The preferred design for walls is the “dry laid natural stone.” The wall material shall be a natural-looking, unobtrusive color. With the exception of retaining walls, the top of walls should be relatively smooth and free of sharp or protruding objects.
5. Color. Wood fences shall be painted white, stained or bleached to a white color, allowed to weather to a natural color, painted the same color as the house trim, or stained to a “natural wood” color. Metal fences must be pre-finished and painted black.

iii. *Residential Color Scheme:* Buildings may be re-painted to their original approved color scheme. Additions to buildings and new out-buildings (if allowed by the Association) may be painted to the same color scheme as the main building on the property. Refer to the “Residential Architectural Style Guide: Village Hill at Northampton” (July 2007). For each historic house style, the preferred color scheme is described in the sections entitled, “Historically Accurate Colors.” (See attachment). Accent colors should not become more noticeable than the whole of the building. No large expanses of exterior wall should be painted in accent colors. Fluorescent colors are not allowed. Utility vents on the roof should be painted so as to “disappear” against the roofing material. Bulkheads should be painted so that they “disappear” into the site landscaping.

2.1.2 *Restriction on Signage:* No sign, poster, billboard, advertising device or display of any kind, including, but not limited to, garage

and estate sale signs shall be erected, displayed or maintained anywhere on Village Hill without the approval of the Association.

- 2.1.3 *Landscaping:* Except for land sales involving a Residential Developer where landscaping must be installed in accordance with the design review approval under Article V of the Declaration and site plan approval pursuant to the City of Northampton Zoning Ordinances, the Owner shall install and thereafter maintain the landscaping on those portions of the front yards of the Lot in a neat and attractive condition within one hundred eighty (180) days after the later to occur of (i) the sale of a Lot to an Owner (other than a Residential Developer), or (ii) issuance of a Certificate of Occupancy for the building constructed on a Lot. Rear and side yards shall be substantially complete within one (1) year following the date of conveyance of the Lot to the Owner (other than the Residential Developer) and thereafter maintained.

The Owner of a Lot shall be required to maintain all landscaping on the Lot in a neat and attractive condition. The Owner may alter, change or add to the initial landscaping installed by the Residential Developer consistent with the scenic character of the site and harmonious with the landscaping in the area. Landscaping shall include the proper maintenance of landscaping and the periodic replacement, when necessary, of trees, plants, grass, other vegetation, if any, and fencing. In addition, each Owner shall be keep free from weeds, debris and other unsightly objects (e.g., mirror balls, garden gnomes, or plastic garden sculptures) all portions of the yard in its Lot. The foregoing provisions shall not apply to portions of a Lot which are not visible from other Lots or from Common Area. The foregoing provisions also shall not apply to an Owner to the extent that the obligations under the foregoing provisions are assumed by a District Association, in which case the obligations shall apply to the District Association.

No plants or seeds infected with insects or plant diseases shall be brought upon, grown or maintained within Village Hill. No invasive species per listing provided by Massachusetts Department of Agriculture shall be brought upon, grown or maintained within Village Hill.

- 2.1.4 *Removal of Earth:* No loam, peat, gravel, sand, rock, or other mineral resource or natural deposit shall be evacuated or removed from any Lot in such manner as to affect the surface thereof, except in connection with approved construction and landscaping and in accordance with applicable laws.

3.0 SUPPLEMENTARY PROVISIONS APPLICABLE TO RESIDENTIAL DWELLINGS

The provisions of this Section 3 apply only to Residential Lots, in addition to the provision of Section 1 and 2 above.

3.1 Subdivision or Leasing of any Residential Dwelling:

3.1.1 *Leasing:* All leasing shall be in writing. The Board may require a minimum lease term of up to six (6) months for any Residential Dwelling, and may vary such requirements from District to District. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by Owner within 10 days after execution of the lease. The Owner shall make available to the lessee copies of the Village Hill Governing Documents. No operating of a timesharing, fraction sharing or similar program whereby the rights to exclusive use of the Lot or Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall be permitted.

For the purposes of the Rules, “leasing” shall mean the regular, exclusive occupancy of a Lot or Unit by any person, other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

3.1.2 *Subdivision of Lots:*

No Lot or Lots shall be subdivided or altered to increase the total number of building Lots as shown on the Plan on which single family residential structures may be allowed unless as permitted by further amendment of the Declaration. This restriction does not apply to Lot B, Lot B-1, Lot 13, Parcel 13-A, Lot 14 or the area shown on the Plan as “Phase 2”.

3.2 Use of Residential Dwelling:

3.2.1 *No business or trade:* No business or trade shall be conducted in any residential dwelling, except that an Owner residing in a residential dwelling may conduct business activities within the residential dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residential dwelling; (ii) the business activity conforms to all zoning requirements for Village Hill; (iii) the business activity does not involve door to door solicitation of residents of Village Hill or generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Village

Hill which is noticeably greater than that which is typical of the Lots in which no business activity is being conducted; and (iv) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners within Village Hill or violate any of the Permits, as may be determined in the sole discretion of the Board.

For the purpose of these Rules, the terms “business” and “trade” shall have their ordinary, generally accepted meanings and shall include any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the providers family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. By way of example, a permitted business or trade could include accountant services, teaching of music, and services by a psychologist.

- 3.2.2 *Wood and Coal Stoves:* Wood and coal stoves or similar devices shall be permitted only in accordance with applicable law and fire regulations and only upon the prior written approval of the Board. The Board shall as a condition of any such approval require (i) compliance with rules and regulations promulgated by the Board as to the installation, use, maintenance, repair and cleaning of such device and the storage and handling of wood, coal or other fuels therefore, and (ii) the right of the Board to enter any residential dwelling in which such device is installed and to correct any noncompliance with such rules and regulations, all at the sole expense and risk of the Owner of such Lot.

3.3 Keys to Residential Dwelling or Personal Property:

If any key for a residential dwelling or an automobile, truck, or other personal property is entrusted by an Owner of any residential dwelling to the Board or any agent or employee of the Board, the acceptance of the key shall be at the sole risk of such Owner; the Board and such agent or employee shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

3.4 Inapplicability of Certain Rules:

Section 3.2.1 above shall not apply to any activity conducted by Declarant or Residential Developer with respect to its development and sale of Village Hill or its use of any Lots which it owns within Village Hill.

4.0 NOTICE TO DECLARANT AND ASSOCIATION

4.1 Notice Regarding Design Review:

Requests for Design Approval pursuant to Article V of the Declaration shall be sent to the Declarant in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery or (iii) delivered in person as follows:

Hospital Hill Development, LLC
c/o Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: Executive Vice President for Real Estate

With a copy to: Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: General Counsel

4.2 Notice to Association Board:

During the Declarant Control Period, all notices to the Association Board shall be sent in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery or (iii) delivered in person as follows:

Hospital Hill Development, LLC
c/o Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: Executive Vice President for Real Estate

With a copy to: Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attn: General Counsel