

Bk: 11837Pg: 158 Page: 1 of 23 Recorded: 12/29/2014 10:26 AM

# FIRST AMENDMENT TO MASTER DEED OF THE UPPER RIDGE CONDOMINIUM

Reference is hereby made to the Master Deed dated August 18, 2014, recorded in Book 11728, Page 246, with the Hampshire County Registry of Deeds (the "Master Deed"), establishing The Upper Ridge Condominium (the "Condominium"), situated in Northampton, Hampshire County, Commonwealth of Massachusetts.

WHEREAS, the undersigned, Wright Builders, Inc., being the declarant of the Condominium ("Declarant"), reserved the right pursuant to Section 4 of the Master Deed to create three (3) additional phases of the Condominium, and the Declarant, having completed construction of Phase II, desires to amend the Master Deed to reflect the new units created as a result of said completion of construction;

WHEREAS, the Declarant desires to further amend the Master Deed as set forth hereinafter.

NOW, THEREFORE, the Declarant hereby amends the Master Deed as follows:

- 1. Section 5 of the Master Deed is hereby amended, so that as amended said Section 5 shall read in its entirety as follows:
  - "5. DESCRIPTION OF UNITS.

#### "PHASE I:

Unit A1 contains a living/dining room, kitchen, three bedrooms, two bathrooms, basement, a front porch and rear deck. Unit A1 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space A1," "Parking Space A1" and "Patio/Planting Area A1, respectively. Units A2 and A3 each contain a living room, kitchen/dining room, two bedrooms, one and one-half bathroom, basement, and a porch and deck. Unit A2 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space A2," "Parking Space A2" and "Patio/Planting Area A2, respectively. and Unit A3 shall

each be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space A3", "Parking Space A3" and "Patio/Planting Area A3", respectively. Unit A4 contains a living/dining room, kitchen, three bedrooms plus second floor study or 4th bedroom, two bathrooms, basement, a front porch and rear deck shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space A4," "Parking Space A4" and "Patio/Planting Area A4" respectively.

Each of the units A1, A2, A3, A4 is conveyed subject to the designed exclusive use easement described as Solar A1, Solar A2, Solar A3, Solar A4, comprised of a designed roof top area on the dwelling building or garage structure sufficient to allow for Photovoltaic installations, and with two electrical conduits installed from the individual unit electric service panel area to a location within the building attic or roof structure proximal to the easement, for eventual connection to photovoltaic panels, as more fully set forth in Section 17 hereof.

Each Unit Owner shall be responsible for maintaining the interior of the Garage Space, and the Parking Space and Patio/Planting Area corresponding to each such Unit in good order and repair, and in a neat and tidy condition at all times. The immediate common area to which each Unit has access to the east of each Unit is the Patio/Planting Area behind each Unit as shown on the Plans. The immediate common area to which each Unit has access to the west side of each Unit is the steps adjacent to the front porch of each Unit. Exhibit B provides additional information concerning each Unit including a statement of its approximate area and Common Elements Percentage Interest as defined in the next section.

#### PHASE II:

# Duplex Building

Unit E1 contains a living/dining room, kitchen, three bedrooms, two bathrooms, basement, a front porch and rear patio. Unit E1 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage E1," "Parking E1" and "Patio E1," respectively. Unit E2 contains a living room, kitchen/dining room, two bedrooms, one and one-half bathroom, basement, and a porch and patio. Unit E2 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage E2," "Parking E2" and "Patio E2, respectively. Units E1 and E2 shall have the non-exclusive right to use guest parking elsewhere within the Phase II land perimeter.

### Flats West Building

Unit W1-S, W1-N, W2-S, W2-N, W3-S, W3-N each contain a living/dining room, kitchen, two or three bedrooms, two bathrooms, laundry room, and a rear balcony. Each of six units shall be conveyed together with the exclusive right to use one basement level garage space identified on the Plans as W1-S-G, W1-N-G, W2-S-G, W2-N-G, W3-S-G, W3-N-G respectively, and the outdoor parking spaces identified on the Plans as "Parking W1-S", "Parking W1-N", "Parking W2-S", "Parking W2-N", "Parking W3-S", and "Parking W3-N" respectively. Each unit is likewise conveyed together with the exclusive right to use a basement level non-occupiable open frame wire mesh utility storage space identified as "W1-S-Storage 1", "W1-N Storage 6", "W2-S Storage 2", "W2-N Storage 5", "W3-S Storage 3", and "W3-N Storage 4".

Each Unit in the Flats West Building (W1-S, W1-N, W2-S, W2-N, W3-S, W3-N) shall share equally non exclusive rights to the common areas within the building perimeter, including entry halls, stair wells, elevator, hallways and lobbies where they occur, as identified as "Common" on the plan."

2. Section 12 of the Master Deed is hereby amended, so that as amended the following Subsection (j) shall be added thereto:

"12(j): Limited Common Elements: The Flats West Building has limited common elements consisting of: (a) A garage level including all mechanical and related interior infrastructure (except for the garage doors, which will be a common element); (b) all interior common stairs, hallways, lobbies, elevators and storage areas; and (c) all interior security systems and equipment, including related wiring, lighting, entry lock systems and intercoms. Notwithstanding anything contained herein to the contrary, the cost of maintenance, repair and replacement of said limited common elements within the Flats West Building will be shared and paid by the owners of the Units in the Flats West Building in proportion to their percentage interest within the Flats West Building."

3. Section 17 of the Master Deed is hereby amended, so that as amended said Paragraph 17 shall read in its entirety as follows:

"17. SOLAR PANEL EASEMENTS.

#### PHASE I:

The rooftop above Units A1, A4, and Garage Space A1 and Garage Space A3 shall be subject to easements for solar panels as set forth in this paragraph and as shown on the Solar Area Allocation Plan attached hereto as Exhibit D (the "Solar Panel Array"). The owner of Unit A1 shall have an easement on the roof over Unit A1, the owner of Units A2 shall have an easement on the roof over Garage Space A1, the owner of Unit A3 shall have an easement on the roof over Unit A4, and the owner of Units A4 shall have an easement on the roof over Garage Space A3, in the areas shown on the Solar Panel Array to install, operate and maintain a solar panel to service each such unit. The installation of any such solar panels shall be subject to the prior written approval of the Association, which may require a satisfactory report of a licensed structural engineer or other professionals to be furnished at the expense of the Unit owner seeking such approval. The maintenance and repair of each solar panel shall be the sole responsibility of the Unit owner who installed each such panel, which Unit owner shall be deemed to be the owner of such solar panel. At the time that any roof under or near a solar panel requires repair or replacement by the Association, the cost of removing and reinstalling each solar panel shall be paid by the Unit owner who owns each such solar panel. The solar panels shall be installed at the sole risk of the owner of each such solar panel, and the owner of each solar panel shall be responsible for any damage or injury caused by said solar panel and associated piping, wiring and all other related equipment and accessories. The Association shall have no responsibility for the repair, replacement, or any damage caused by any solar panel. If there is conclusive evidence that the roof is damaged by the installation,

use, maintenance, repair or replacement of a solar panel, the owner of said solar panel shall be responsible for the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel. If damage to a roof is not conclusively demonstrated to have been caused by the installation, use, maintenance, repair or replacement of a solar panel, the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel shall be paid by the Association.

#### PHASE II:

The rooftops above Units E1, E2, Garage E1, Garage E2, Units W1-S, W1-N, W2-S, W2-N, W3-S, and W3-N, shall be subject to easements for solar panels as set forth in this paragraph and as shown on the Plans attached hereto as Exhibit C. The owner of Unit E1 shall have an easement on the roof over Unit E1 in the area shown on the Plan as "Unit E2 Future PV Array", the owner of Units E2 shall have an easement on the roof over Garage E2 in the area shown on the Plans as "Unit E2 Future PV Array", the owners of Units W1-S, W1-N, W2-S, W2-N, W3-S, and W3-N shall have an easement on the roof over the Flats West Building, in the areas shown on the Plans as "W1-S PV Array", "W1-N PV Array", "W2-S PV Array," "W2-N PV Array", "W3-S PV Array", and "W3-N PV Array", respectively, to install, operate and maintain a solar panel to service each such unit. The installation of any such solar panels shall be subject to the prior written approval of the Association, which may require a satisfactory report of a licensed structural engineer or other professionals to be furnished at the expense of the Unit owner seeking such approval. The maintenance and repair of each solar panel shall be the sole responsibility of the Unit owner who installed each such panel, which Unit owner shall be deemed to be the owner of such solar panel. At the time that any roof under or near a solar panel requires repair or replacement by the Association, the cost of removing and reinstalling each solar panel shall be paid by the Unit owner who owns each such solar panel. The solar panels shall be installed at the sole risk of the owner of each such solar panel, and the owner of each solar panel shall be responsible for any damage or injury

caused by said solar panel and associated piping, wiring and all other related equipment and accessories. The Association shall have no responsibility for the repair, replacement, or any damage caused by any solar panel. If there is conclusive evidence that the roof is damaged by the installation, use, maintenance, repair or replacement of a solar panel, the owner of said solar panel shall be responsible for the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel. If damage to a roof is not conclusively demonstrated to have been caused by the installation, use, maintenance, repair or replacement of a solar panel, the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel shall be paid by the Association.

- 4. Exhibit A-1 attached to said Master Deed is hereby amended by deleting said Exhibit A-1 and replacing it in its entirety with the Exhibit A-1 attached hereto and made a part hereof.
- 5. Exhibit A-2 attached to said Master Deed is hereby amended by deleting said Exhibit A-2 and replacing it in its entirety with the Exhibit A-2 attached hereto and made a part hereof.
- 6. Exhibit B attached to said Master Deed is hereby amended by deleting said Exhibit B and replacing it in its entirety with the Exhibit B attached hereto and made a part hereof.
- 7. Attached hereto as Exhibit C is the revised Master Deed plan required pursuant to MGL Chap. 183A, Sec. 8 depicting the Buildings and common areas that comprise Phase II of the Condominium (Units E1, E2, W1-S, WS1-N, W2-S, W2-N, W3-S, and W3-N).

All provisions of said Master Deed not specifically amended by this Amendment are hereby ratified and confirmed.

[Remainder of page is intentionally blank Signature line follows on next page.]

EXECUTED as a sealed instrument this 23 day of December, 2014.

WRIGHT BUILDERS, INC.

Jonathi A Wright, President and Treasurer

# THE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

December <u>23</u>, 2014

On this of December, 2014, before me, the undersigned notary public, personally appeared Jonathan A. Wright proved to me through satisfactory evidence of identification, which was 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 President and Treasurer of WRIGHT BUILDERS, INC.

Notary Public:

My Commission Expires:

KIMBERLY H. GLADDING
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 25, 2016

## EXHIBIT A-1

#### Phase I:

The land shown as Lot 24E on the plan entitled "Plan of Land Northampton, MA (Upper Ridge)" prepared by Sherman & Frydryk dated October 15, 2013 and recorded in the Hampshire County Registry of Deeds at Plan Book 230, Page 112, and located in Northampton, Hampshire County, Massachusetts.

Being the same premises conveyed to Wright Builders Inc., by Release Deed of Hospital Hill Development LLC dated October 24, 2013 and recorded in the Hampshire County Registry of Deeds at Book 11503, Page 125.

#### Phase II:

The land shown as Lot 22C on the plan entitled "Plan of Land Northampton, MA (Upper Ridge)" prepared by Sherman & Frydryk dated October 15, 2013 and recorded in the Hampshire County Registry of Deeds at Plan Book 230, Page 112, and located in Northampton, Hampshire County, Massachusetts.

Being the same premises conveyed to Wright Builders, Inc., by Release Deed of Hospital Hill Development LLC dated as of May 2, 2014 and recorded in the Hampshire County Registry of Deeds in Book 11633, Page 105

# **EXHIBIT A-2**

# Phases III and IV:

The land located in Northampton, Hampshire County, Massachusetts, and shown as Lot 24C and Lot 24D on the plan entitled "Plan of Land Northampton, MA (Upper Ridge)" prepared by Sherman & Frydryk dated October 15, 2013 and recorded in the Hampshire County Registry of Deeds at Plan Book 230, Page 112.

EXHIBIT B
Proportionate Interest\* in Each Unit in the Common Areas and Facilities

Building		If Phase III	If Phase IV
Name		is added	is added
"Building A"	Unit A1: 10.57%	Unit A1: 5.68%	Unit A1: 4.62%
	Unit A2: 6.47%	Unit A2: 3.48%	Unit A2: 2.83%
	Unit A3: 6.58%	Unit A3: 3.54%	Unit A3: 2.88%
	Unit A4: 8.76%	Unit A4: 4.71%	Unit A4: 3.83%
"Flats West			
	Unit W1n: 8.53%	Unit W1n: 4.58%	Unit W1n: 3.73%
Building"**	Unit W1s: 8.53%	Unit W1s: 4.58%	Unit W1s: 3.73%
	Unit W2n: 8.71%	Unit W2n: 4.68%	Unit W2n: 3.81%
	Unit W2s: 9.16%	Unit W2s: 4.92%	Unit W2s: 4.00%
	Unit W3n: 9.13%	Unit W3n: 4.91%	Unit W3n: 3.99%
	Unit W3s: 9.33%	Unit W3s: 5.03%	Unit W3s: 3.98%
"Duplex Building"	Unit E1: 7.64%	Unit E1: 4.11%	Unit E1: 3.34%
Duplex Building	Unit E2: 6.59%	Unit E2: 3.55%	Unit E2: 2.88%
		4010/	TT '/ D1 2 400/
"Building B"		Unit B1: 4.21%	Unit B1: 3.42%
		Unit B2: 3.53%	Unit B2: 2.87%
		Unit B3: 3.34%	Unit B3: 2.72%
		Unit B4: 4.49%	Unit B4: 3.65%
"Flats East Building"**		Unit E1n: 4.97%	Unit E1n: 4.04%
		Unit E1s: 5.06%	Unit E1s: 4.12%
		Unit E2n: 5.06%	Unit E2n: 4.12%
		Unit E2s: 5.16%	Unit E2s: 4.20%
	•	Unit E3n: 5.16%	Unit E3n: 4.20%
		Unit E3s: 5.25%	Unit E3s: 4.27%

Building Name	Phase I	If Phase II is added	If Phase III is added	If Phase IV is added
"Building D"				Unit D1: 3.27% Unit D2: 2.49%
				Unit D3: 3.27%
"Building C"				Unit C1: 3.27%
				Unit C2: 3.11% Unit C3: 3.27%

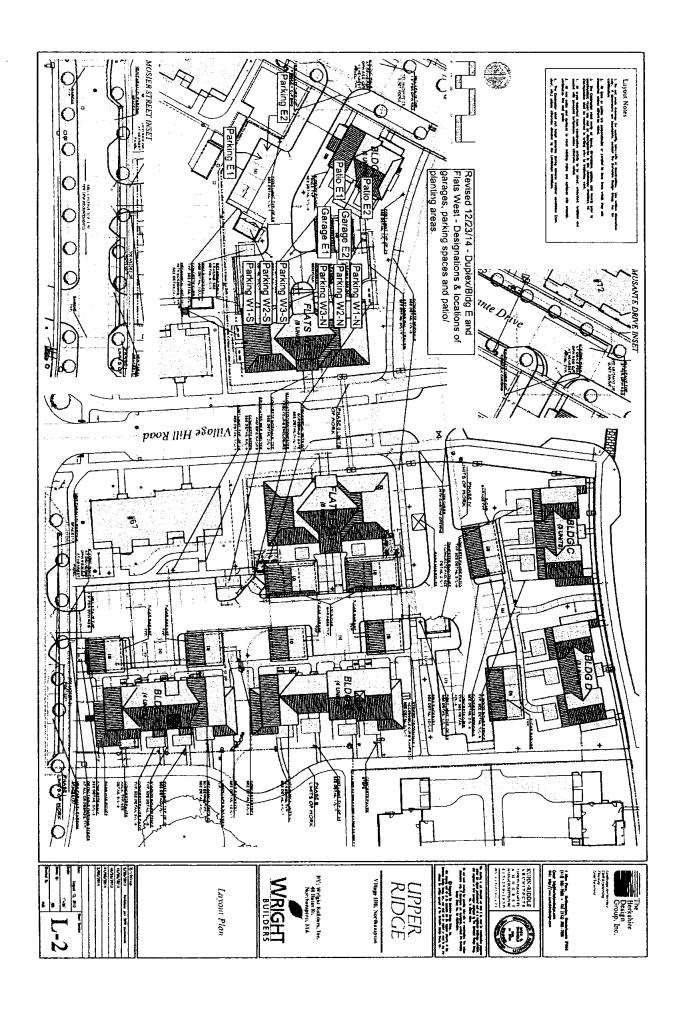
<sup>\*</sup> The percentages are in approximate relation to the fair value of the unit on the date of the master deed. Each Unit has exclusive access to and use of an attached separate Porch and Deck and/or balcony as shown on the attached Floor Plans, which are a part of the Unit and which are therefore the responsibility of each Unit owner to maintain and repair.

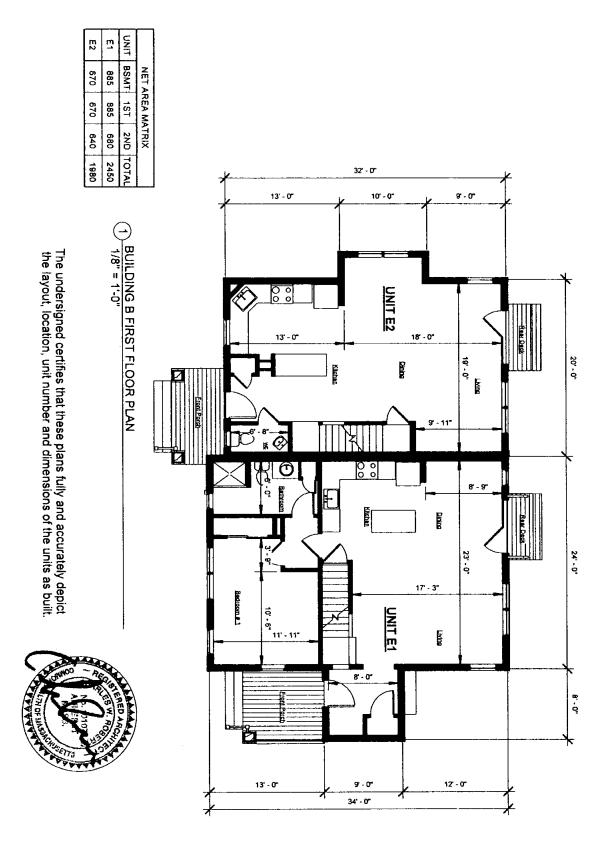
The percentages for Phase II, III and IV are estimates subject to change.

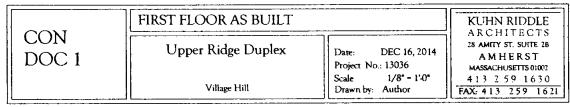
\*\*The Flats West Building and the Flats East Building will each have limited common elements consisting of: (a) A garage level including all mechanical and related interior infrastructure (except for the garage doors, which will be a common element); (b) all interior common stairs, hallways, lobbies, elevators and storage areas; and (c) all interior security systems and equipment, including related wiring, lighting, entry lock systems and intercoms. The cost of maintenance, repair and replacement of said limited common elements within each of the Flats Buildings will be shared and paid by the owners of each such Flats Building in proportion to their percentage interest within each such Flats Building.

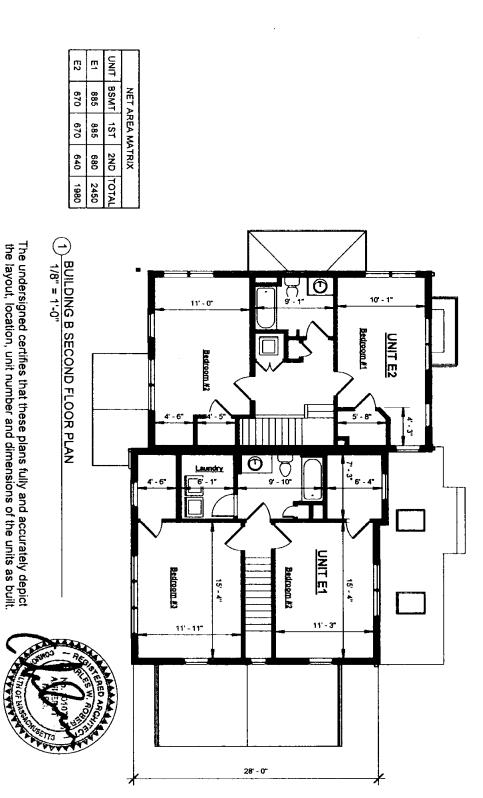
# **EXHIBIT C**

# REVISED CONDOMINIUM MASTER DEED PLAN SHOWING PHASE II









CON DOC 2 SECOND FLOOR AS BUILT

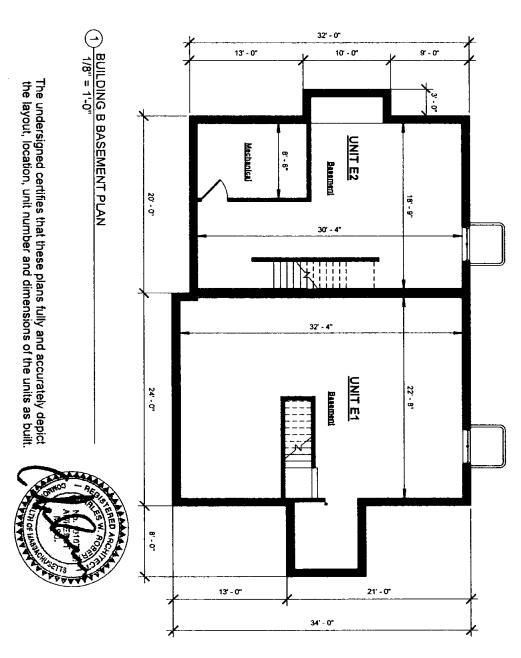
Upper Ridge Duplex

Village Hill

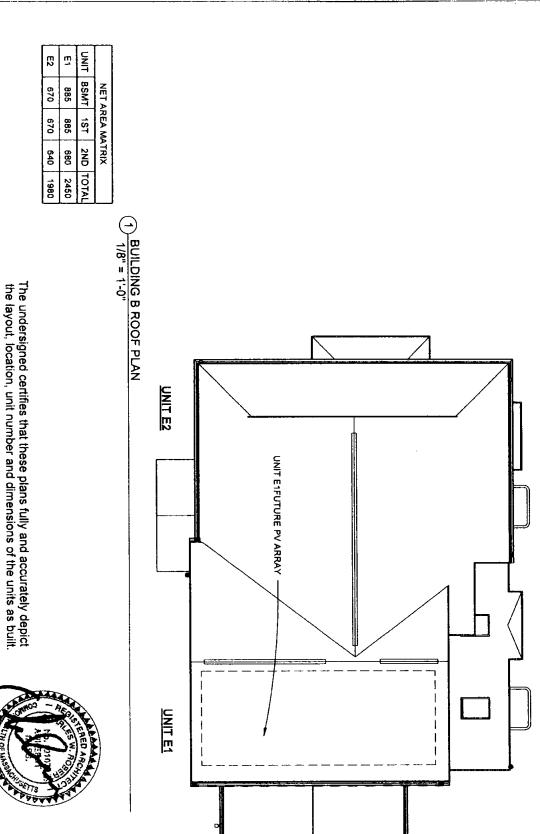
Date: DEC 16, 2014
Project No.: 13036
Scale 1/8" - 1'0"
Drawn by: Author

KUHN RIDDLE A R C H I T E C T S 28 AMITY ST. SUITE 2B A M H E R S T MASSACHUSETTS 01002 4 1 3 2 5 9 1 6 3 0 FAX: 4 1 3 2 5 9 1 6 2 1

E2	E1	UNIT	
670	885	BSMT	NET A
670	885	18T	NET AREA MATRIX
640	680	2ND	ATRIX
1980	2450	TOTAL	



CON DOC B	BASEMENT AS BUILT	KUHN RIDDLE ARCHITECTS	
	Upper Ridge Duplex	Date: DEC 16, 2014 Project No.: 13036	28 AMITY ST. SUITE 28 AMHERST MASSACHUSETTS 01002
	Village Hill	Scale 1/8" = 1'-0" Drawn by: CWR	413 259 1630 FAX: 413 259 16





ROOF PLAN AS BUILT

Upper Ridge Duplex

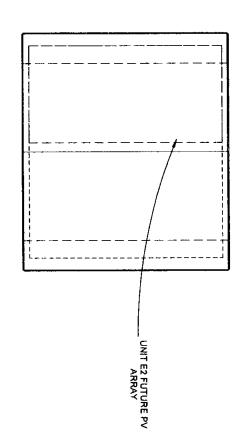
Village Hill

Date: DEC 16, 2014 Project No.: 13036

Scale 1/8" = 1'-0" Drawn by: Author

BUILDING E GARAGE ROOF PLAN
1/8" = 1:0"

The undersigned certifies that these plans fully and accurately depict the layout, location, unit number and dimensions of the units as built.





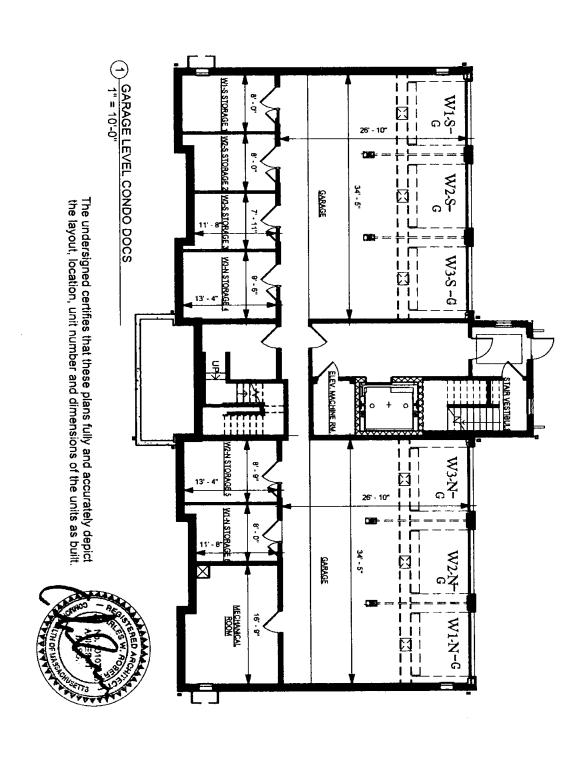
CON DOC 5 **DUPLEX GARAGE ROOF** 

**BUILDING E DUPLEX** GARAGE

VILLAGE HILL

DEC 16, 2014 Date: Project No.: 13034/13035
Scale 1/8" = 1'0"
Drawn by: Author

KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B A M H E R S T MASSACHUSETTS 01002 4 1 3 2 5 9 1 6 3 0 FAX: 4 1 3 2 5 9 1 6 2 1



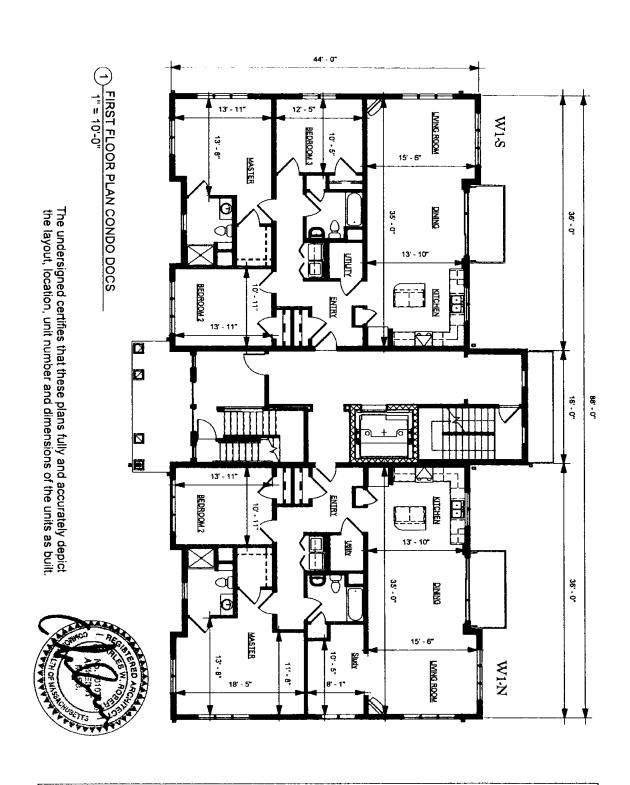
CON DOC 1 GARAGE LEVEL ASBUILT

UPPER RIDGE FLATS -WEST BUILDING

VILLAGE HILL, NORTHAMPTON

Date: 12/18/2014 Project No.: 13032

Scale 1" = 10'-0" Drawn by: Author

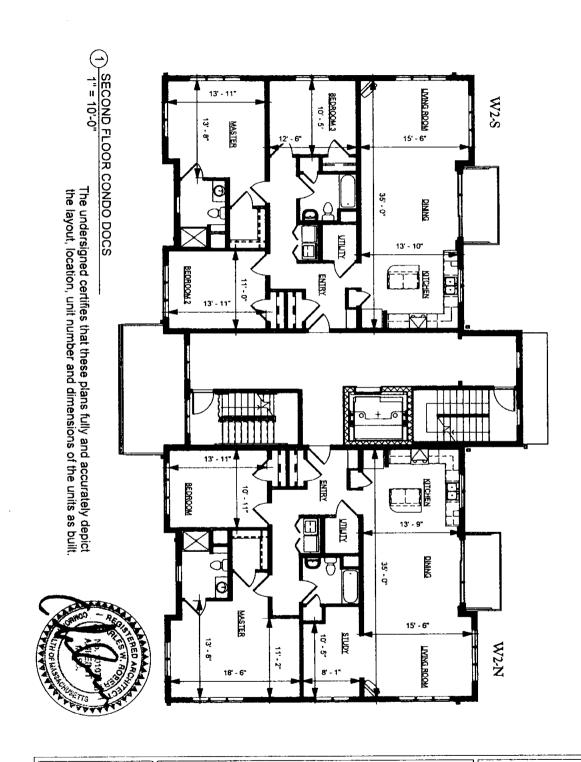


CON DOC 2 FIRST FLOOR AS-BUILT

UPPER RIDGE FLATS -WEST BUILDING

VILLAGE HILL, NORTHAMPTON

Date: 12/18/2014
Project No.: 13032
Scale 1" = 10'-0"
Drawn by: Author



CON DOC 3 SECOND FLOOR AS-BUILT

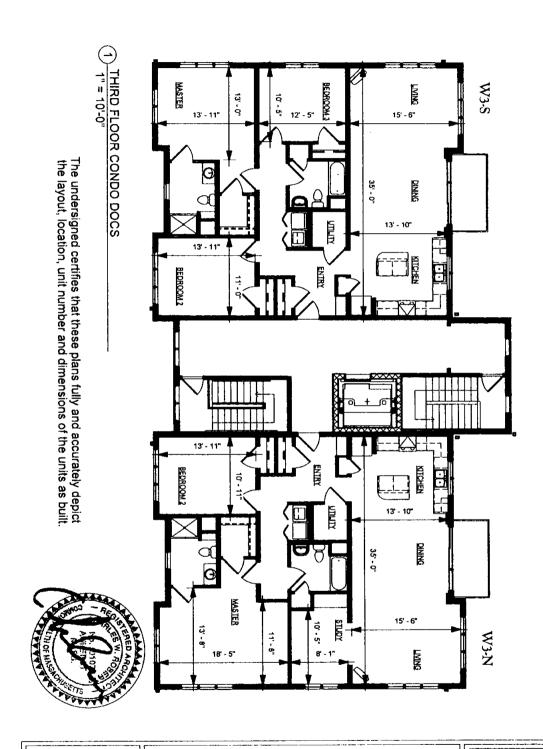
UPPER RIDGE FLATS -WEST BUILDING

VILLAGE HILL, NORTHAMPTON

Date: 12/18/2014 Project No.: 13032

Scale I\* = 10'-0"

Drawn by: Author



CON DOC 4 THIRD FLOOR AS-BUILT

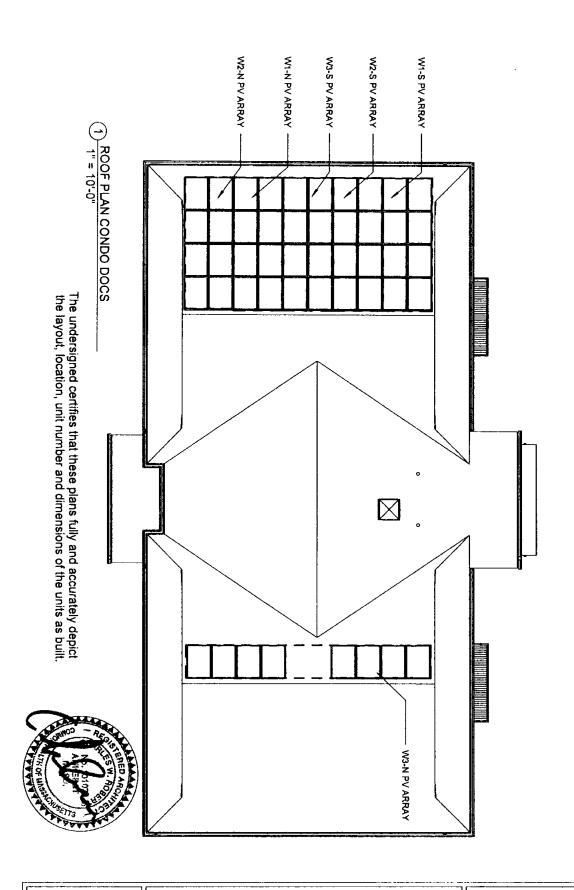
UPPER RIDGE FLATS -WEST BUILDING

VILLAGE HILL, NORTHAMPTON

Date: 12/18/2014 Project No.: 13032

Scale 1" = 10'-0"

Drawn by: Author



CON DOC 5

ROOF PLAN AS-BUILT

UPPER RIDGE FLATS -**WEST BUILDING** 

VILLAGE HILL, NORTHAMPTON

12/18/2014 Date.

Project No.: 13032 Scale 1" = 10:0" Drawn by: Author

KUHN RIDDLE ARCHITECTS
28 AMITY ST. SUITE 2B
AMHERST MASSACHUSETTS 01002 4 1 3 2 5 9 1 6 3 0 FAX: 4 1 3 2 5 9 1 6 2 1

MARY OLBERDING , REGISTER ATTEST: HAMPSHIRE