



2015 00011993

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**First Amendment to Rules and Regulations
of The Upper Ridge Condominium Trust**

The undersigned, being all of the Trustees ("Trustees") of the Upper Ridge Condominium Trust, a Condominium Trust created pursuant to Declaration of Trust recorded in Book 11728, Page 278, of the Hampshire Registry of Deeds ("Trust"), pursuant to Section 5 of Article V of the Trust, hereby amend and restate the Rules and Regulations set forth in Schedule A annexed to and made a part of the Trust, so that as amended and restated, said Rules and Regulations shall read in their entirety as set forth on Schedule A attached hereto and made apart hereof.

IN WITNESS WHEREOF, the undersigned Trustees have hereunto executed this First Amendment to Rules and Regulations effective as of the 23 day of June, 2015.

Jonathan A. Wright, Trustee

Mark A. Ledwell, Trustee

Linda Gaudreau, Trustee

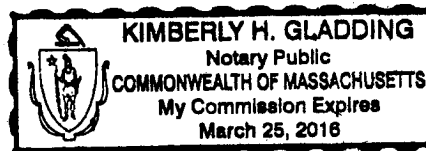
COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY:SS

On this 23 day of June, 2015, before me, the undersigned notary public, personally appeared Jonathan A. Wright, Mark A. Ledwell and Linda Gaudreau, 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.

Notary Public -

My Commission Expires:



SCHEDULE A

Incorporated into and made a part of the THE UPPER RIDGE CONDOMINIUM TRUST.

Rules and Regulations

THE UPPER RIDGE CONDOMINIUM, the ("CONDOMINIUM") in Northampton, Massachusetts, has been created with the objective of providing congenial, enjoyable and dignified residential living. In order to accomplish this objective, the Trustees, responsible for the administration, operation and maintenance of the CONDOMINIUM pursuant to the By-Laws of the Condominium Association, have adopted the RULES AND REGULATIONS set forth below.

In order for the Unit Owners to better understand the RULES AND REGULATIONS, the defined terms used in the MASTER DEED of the CONDOMINIUM and the CONDOMINIUM TRUST are used herein with the same meanings as used in said documents, except that, whenever these rules and regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey and comply with, the term "Unit Owner" as defined in the MASTER DEED, and in addition, when the concept permits, shall include all family members, guests and invitees thereof, and any occupants of Units in the CONDOMINIUM.

The RULES AND REGULATIONS may not please everyone, as it is impossible to satisfy each and every individual. The TRUSTEES, however, feel that the RULES AND REGULATIONS will not only satisfy the great majority of the occupants of the CONDOMINIUM, but will enhance the experience of all persons living in the CONDOMINIUM.

(1) No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of, common areas and facilities except for storage in any assigned storage bins or except as the TRUSTEE(s) may in specific instances expressly permit.

(2) Effect on Insurance. No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the TRUSTEE(s) on the CONDOMINIUM or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the TRUSTEE(s), providing for the payment of such increased insurance costs by the Unit Owner concerned.

(3) Nameplates. Unit Owners may place their names only in such places outside the Unit as may be provided for or designated by the TRUSTEE(s).

(4) Radios, Phonographs, Musical Instruments. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down between 11:00 P.M. and 7:00 A.M. the next morning and shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring Units.

(5) Laundry. No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes or the like out of a Unit or from a balcony.

(6) Signs. Unit Owners may not display "For Sale" or "For Rent" signs in windows of their Unit, nor may the Owners of Units place window displays or advertising in windows of such Units.

(7) Abuse of Mechanical System. The TRUSTEE(s) may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the CONDOMINIUM caused by such Unit Owner by misuse of those systems.

(8) No Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(9) Pets. No more than two (2) pets (all of which must be housecats or dogs) may be kept in a Unit unless prohibited by the TRUSTEE(s) as hereinafter described. The owner of a pet assumes full liability for all damage to all persons or property, and to the CONDOMINIUM TRUST, caused by such pet. In no event shall dogs be permitted in any part of the CONDOMINIUM unless under leash. All dogs must be licensed by the proper authorities, and the owner is responsible for getting pet dogs properly and fully inoculated. The Unit Owner shall indemnify the CONDOMINIUM TRUST and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet in a Unit or other portions of the CONDOMINIUM. Upon written complaint of any Unit Owner to the TRUSTEE(s) that a pet kept in any Unit or within the CONDOMINIUM is a nuisance, the TRUSTEE(s) may prohibit the presence of said pet within the CONDOMINIUM. No such action of the TRUSTEE(s) shall be taken without a meeting, at least three days' written notice thereof to

the Unit Owner responsible for said pet, and the opportunity at the TRUSTEES' meeting for the Unit Owner responsible for the pet to be heard.

(10) Storage. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements. All of the furnishings, items of personal property, effects and other items of Unit Owner of persons claiming by, through or under said Owner may be kept and stored at the sole risk and hazard of said Owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leaking or bursting of water pipes, steam pipes or other pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged to or be borne by the CONDOMINIUM TRUST, except that the CONDOMINIUM TRUST shall in no event be exonerated or held harmless from liability caused by its negligence.

(11) Repair and Condition. Each Unit Owner shall keep his Unit and the porch appurtenant thereto, if applicable, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(12) Equipment Compliance. All radio, television or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner along shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

(13) Flammable Materials, etc. No Unit Owner or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements or the Buildings any gasoline, kerosene or other flammable, combustible or explosive fluid, material, chemical or substance, except such lighting, cleaning and other fluids, materials, chemicals and substances as are customarily incidental to residential use.

(14) Real Estate Taxes. For so long as the CONDOMINIUM is assessed as a single property rather than as separate CONDOMINIUM Units, Unit Owners will be billed by the TRUSTEE(s) for their respective portions thereof (each CONDOMINIUM Unit's common area percentage, including the common area percentage applicable to additional parking rights acquired, of the total tax bill) during each July, October, January and April, which bill shall enclose a copy of the tax bill issued by the City of Northampton. Each Unit Owner will forward payment of his percentage interest in the total tax bill to the TRUSTEE(s) by check made payable to the City of Northampton no later than (10) days prior to the date on which payment may be made without

incurring a penalty or interest thereon. Late payments by a Unit Owner must be made payable as directed by the TRUSTEE(s), and will include interest and penalties as charged by the City of Northampton for late payment, together with costs of collection therefor incurred by the TRUSTEE(s), including reasonable attorney's fees. If taxes are collected by holders of mortgages on CONDOMINIUM Units, each Unit Owner shall be responsible for causing the mortgage holders to forward payment as above required.

(15) Amendments hereto may be made by THE UPPER RIDGE CONDOMINIUM TRUST in accordance with the provisions of M.G.L. Chapter 183A, as amended.

(16) No Owner of any of the flats Units, or any of his agents, servants, employees, licensees or visitors, shall at any time use any portion of the balconies for smoking cigarettes, cigars, pipes, or other smoking materials, or for any open flames.

(17) The Upper Ridge Flats Unit Owners Organization is hereby created, which shall include the owners of all of the Flats Units in the Condominium, who will pay assessments as set forth in Section 12(j) of the Master Deed, as amended, which assessments shall be calculated, assessed, and collected by the same property management company that is selected by the Trustees to manage the Condominium.

(18) These Rules and Regulations are in addition to the rules and regulations of the Village Hill North Association, as amended from time to time, and such rules and regulations are incorporated herein in their entirety. In the event of any conflict between these Rules and Regulations and the rules and regulations of the Village Hill-North Association, the rules and regulations of the Village Hill-North Association shall prevail.

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER
MARY OLBERDING