



2014 00015099

Bk: 11728Pg: 246 Page: 1 of 32

Recorded: 08/20/2014 08:59 AM

MASTER DEED

of

THE UPPER RIDGE CONDOMINIUM

---

This MASTER DEED of THE UPPER RIDGE CONDOMINIUM is made as of August 18, 2014.

WITNESSETH that Wright Builders, Inc., a Massachusetts corporation with an office at 48 Bates Road, Northampton, Massachusetts (hereinafter referred to as the "Declarant") being the sole owner of certain premises located at the corner of Moser Street and Village Hill Road, Village Hill, Northampton, Massachusetts, more fully described in Section 2 hereof, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Massachusetts General Laws Chapter 183A and propose to create a condominium, to be governed by and subject to the provisions of said Massachusetts General Laws Chapter 183A (including any amendments thereto hereafter enacted) and to that end said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM . The name of the Condominium shall be THE UPPER RIDGE CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").

2. DESCRIPTION OF LAND. The land submitted to the condominium regime hereby is the land located at the corner of Moser Street and Village Hill Road, Village Hill, Northampton, Massachusetts more particularly described on "Exhibit A-1" which is attached hereto and made a part hereof (the "Premises").

3. LEGAL ORGANIZATION AND DEFINITIONS. All terms and expressions herein used which are defined in Massachusetts General Laws Chapter 183A, as amended, shall have the same meanings unless the context otherwise requires.

THE UPPER RIDGE CONDOMINIUM TRUST, hereinafter referred to as the "Association", shall be the organization of unit owners governed according to the terms of the Declaration of Trust of the Condominium (also known as the Declaration of Trust, to be recorded herewith), which Association will manage and regulate the Condominium pursuant to the

By-laws of the Association (included in the Declaration of Trust), this instrument, and Massachusetts General Laws Chapter 183A. The mailing address of the Association is 48 Bates Street, Northampton, Massachusetts.

The Trustees of the Association shall consist of three (3) persons (hereinafter the "Trustees"). Initially, the following three (3) Trustees (the "Initial Board") are hereby appointed by the Declarant, all of whom shall serve until the earliest to occur of the following events: (a) nine (9) months after one hundred percent (100%) of the units in all four (4) phases of the Condominium have been conveyed to unit purchasers; or (b) seven (7) years following the conveyance of the first unit:

<u>Name</u>	<u>Address</u>
Jonathan A. Wright	48 Bates Street Northampton, MA 01060
Mark Ledwell	48 Bates Street Northampton, MA 01060
Linda Gaudreau	48 Bates Street Northampton, MA 01060

The Unit Owners shall have no power or right to remove the Initial Board, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence. During the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant.

A current list of the Trustees of the Trust shall be submitted to the Building Commissioner of the City of Northampton within thirty (30) days of any change among the Trustees, if and as required by local law and ordinance.

The Officers of the Association shall consist of a President, a Vice President, a Treasurer and a Clerk. One person may hold more than one office. Additional officers such as an Assistant

Treasurer, or Assistant Clerk may be appointed. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by and serve at the pleasure of the Trustees.

The By-Law(s) of the Association, hereafter the "By-Laws", shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Massachusetts General Laws Chapter 183A. The By-Laws are recorded immediately after the Master Deed as part of Declaration of Trust, and are incorporated herein by reference. The By-Laws shall also include such amendments thereto as may from time to time be enacted in accordance with the terms thereof.

The Rules and Regulations shall refer to those rules and regulations as may be hereafter adopted by the Board of Trustees of the Association for the use of the common elements and facilities of the Condominium, which shall not be in conflict with existing law, the Master Deed, the By-Laws, or the Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated October 8, 2004 and recorded in the Hampshire Registry of Deeds in Book 8024, Page 258, as amended by that Amendment to the Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated September 22, 2006 and recorded in the Hampshire Registry of Deeds at Book 9016, Page 215 on January 20, 2007 and further amended by the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated April 17, 2008 and recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as further amended by Supplemental Declaration dated November 2, 2009, and recorded in the Hampshire County Registry of Deeds in 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, and as further amended by Third Supplemental Declaration dated July 20, 2012, and recorded in the Registry in Book 10984, Page 128, and as further amended by Fourth Supplemental Declaration recorded in the Hampshire County Registry of Deeds in Book 11503, Page 113, and as further amended by Fifth Supplemental Declaration to be recorded in the Registry.

4. DESCRIPTION OF BUILDINGS; PHASES. The Condominium will be developed in up to four (4) phases containing up to a total of thirty- one (31) units (the "Units"). Phase I of the Condominium consists of one (1) structure (the "Building") on the Premises described on Exhibit

A-1 attached hereto and containing a total of four (4) residential Units. The Building is two (2) stories of wood frame construction with an attic and with foundation and basement, siding and asphalt and/or fiberglass roofing materials. The Building, the Units (including the unit designation of each Unit, and its location, approximate area, number of rooms, and immediate common elements to which it has access), and the site are more fully shown in a set of plans entitled THE UPPER RIDGE CONDOMINIUM, and SOLAR AREA ALLOCATION PLAN, recorded herewith as Exhibit C (the "Plans").

The Declarant intends, and hereby reserves the right, but not the obligation, to create three (3) additional phases, including any part thereof, as shown on the plans hereinbefore mentioned. The three (3) additional phases shall be created on one or more parcels of land more particularly described on "Exhibit A-2" which is attached hereto and made a part hereof. All improvements intended for each future phase will be substantially completed prior to the addition of the phase in question. Improvements in future phases will be consistent with initial improvements in Phase I in terms of quality of construction. When and if all phases are completed, the Condominium will contain up to thirty-one (31) Units. The Premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, and roadways and other amenities on and over that portion of the Premises shown as subsequent phases on the Condominium Plans referred to hereinabove. The Declarant also reserves the right to have as an appurtenance to the addition of subsequent phases an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction and addition of the said additional phases.

The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending seven (7) years after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the common elements and facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common elements and facilities in the phases already added to the

Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant further reserves the right in the creation of subsequent phases to change the order of such phases, provided that in all instances the percentage of interest attributable to each such Unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over and across the common elements of the Condominium land for access to and from the buildings and parking spaces located on other Phases.

The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over, through and across walking trails for the benefit of the general public.

The Declarant reserves the exclusive right to grant easements over, under, through and across the common elements of the Condominium land and buildings for the purpose of installing cable television and other utility lines serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

5. DESCRIPTION OF UNITS. 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 A1," "Parking 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 A2," "Parking 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 A3", "Parking A3" and "Patio/Planting Area A3", respectively. Unit A4 contains a living/dining room, kitchen, three bedrooms plus second floor study or 4<sup>th</sup> 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 A4," "Parking 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 elements 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 elements 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 Common Elements Percentage Interest as defined in the next section.

6. INTEREST OF UNIT OWNER IN COMMON ELEMENTS. The owners of each Unit shall be entitled to an undivided interest in the common elements and facilities more fully defined in Section 12 hereof (the "Common Elements") in the percentages set forth in Exhibit B attached hereto. The percentage interest of the respective Units in the Common Elements has been determined on the basis of the approximate relation which the fair value of each Unit at the date hereof bears to the aggregate fair value of all the Units as of the date of recording of this Master Deed and shall be referred to hereinafter as the Common Elements Percentage Interest.

With respect to the Units that will be added to the Condominium upon the addition of subsequent phases, the interest of each Unit in the Common Elements (and therefore the responsibility of the owner of each Unit for assessments and the vote appurtenant to each Unit) will be calculated on the basis of the approximate relation that the fair value of Unit on the date of this Master Deed, and as to each subsequent phase, the date of the amendment adding each such subsequent phase, bears to the aggregate fair value of all the Units. The effective date for the change in the interest

in the Common Elements and facilities appurtenant to each Unit by reason of the addition of each subsequent phase, is the date of recordation in the Hampshire County Registry of Deeds of the amendment to this Master Deed adding a phase.

## 7. BOUNDARIES OF UNITS.

(a) The boundaries of the Units of the Condominium are as follows:

Floors: The upper surface of the concrete floor foundation. Walls and ceilings: As to walls and ceilings, the plane of the interior surface of the wall studs and roof joists as applicable. Windows and Doors: As to doors, the interior surface thereof; and as to windows, the exterior plane of the glass and the interior surface of window sashes and frames.

(b) Each Unit includes the ownership of all utility lines, heating and cooling ductwork, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, and a porch and deck, which exclusively serve and are located within each such Unit above the floor and outside of the walls thereof.

(c) Each Unit shall be subject to and have the benefit of this Master Deed, the By-Laws and any Rules and Regulations promulgated pursuant thereto and provisions of Chapter 183A.

8. PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS. Each Unit Owner shall have an easement in common with the owners of all the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit, including without limitation for the installation, use, maintenance, repair and replacement of the solar panels described in Paragraph 17 hereof. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to such Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein

or elsewhere in any of the Buildings.

9. MODIFICATION OF UNITS. No owner of any Unit may at any time make any change or modifications of the exterior of said Unit that would violate any design restrictions of record that govern the improvements constructed at Village Hill or that otherwise have not been submitted to and approved by the Trustees of the Association. Further, no owner of any Unit may at any time make any change or modification to the interior of a Unit that would affect, or in any way modify, the structural or supportive characteristics of any of the Buildings; however, such owner may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-laws of the Association and any Rules and Regulations promulgated thereunder. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the City of Northampton where required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Association. Such approval shall not be unreasonably withheld or delayed.

10. RESTRICTIONS ON USE OF UNITS.

(a) Each Unit is hereby restricted to residential use by the Unit Owner(s) to be occupied as a single family residential Unit and for no other purpose other than home occupations to the extent the same are permitted by applicable zoning ordinance or other rule or regulation.

(b) Except as permitted by applicable zoning ordinance or other rule or regulation, no industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the Premises of the Condominium, nor, without the written permission of the Trustees, shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted nor shall any Unit be used or rented for transient, hotel or motel purposes.

(c) The Trustees, or their designated agent, shall be provided with a pass key to the Units from every Unit owner for use in emergency situations.



(d) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any of the buildings or any Unit or any Common Element.

(e) Owners shall not paint, stain, or otherwise change the color of any exterior portion of any of the Buildings, unless agreed upon in writing by the members of the Association, and only to the extent that such work shall not violate the original color selections approved for the Condominium by Hospital Hill Development LLC.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the buildings 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 owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other electronic device on the Premises causing disturbance to other owners or occupants between the hours of 11:00 pm and 7:00 am.

(g) Owners and occupants shall comply with and conform to all applicable laws and regulations of the Condominium and all ordinances, rules and regulations of all governing authorities, and all rules, regulations and requirements of the Village at Hospital Hill - North Association, and shall save the Condominium Association or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(h) The Board of Trustees of the Association shall have the right to regulate the presence of pets in the Condominium in the Rules and Regulations adopted by it pursuant to the By-Laws.

(i) Owners shall be held responsible for the actions of their children, tenants, guests and invitees.

(j) Except by permission of the Trustees, and except for one registered non-commercial passenger automobile or light pick up truck for each designated garage space and parking space, no part of the Premises, including but not limited to the parking spaces and driveways, shall be used for parking or storing of trucks, other commercial vehicles, boats, campers, trailers, or other vehicles, items or goods.

(k) The patios, porches, decks, planting areas and appurtenances thereto, if any, are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association, and shall be maintained in good condition, order and repair by the owner of the Unit to which such patios, porches, decks and planting areas are appurtenant at such owner's expense.

(l) The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Trustees, and the Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated October 8, 2004 and recorded in the Hampshire Registry of Deeds in Book 8024, Page 258, as amended by that Amendment to the Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated September 22, 2006 and recorded in the Hampshire Registry of Deeds at Book 9016, Page 215 on January 20, 2007 and further amended by the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated April 17, 2008 and recorded in the Hampshire County Registry of Deeds at Book 9457, Page 1, as further amended by Supplemental Declaration dated November 2, 2009, and recorded in the Hampshire County Registry of Deeds in 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, and as further amended by Third Supplemental Declaration dated July 20, 2012, and recorded in the Registry in Book 10984, Page 128, and as further amended by Fourth Supplemental Declaration recorded in the Registry in Book 11503, Page 113, and as further amended from time to time.

(m) The Association also reserves the right and easement to enter onto the Premises, from time to time at reasonable hours, for the purposes of reconstructing and repairing adjoining Units, Common Elements and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.

(n) The maintenance, repair and improvement of the exterior portions of the Units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in the Condominium as any other common expense.

(o) A Unit may not be leased or rented by a Unit Owner for more than 12 months, unless otherwise approved in writing by the Association; provided, however, a mortgagee in foreclosure may rent a Unit provided the lease must be in writing and subject to the requirements relating to this Master Deed, the Trust and By-Laws, and any rules and regulations promulgated under the By-Laws.

(p) No Unit may be conveyed pursuant to a time-sharing plan.

(q) These restrictions shall be for the benefit of the owners of all of the Units and the Trustees of the Condominium Association and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a Unit shall be liable for any breach of the provisions of this Section 10 except such as may occur during his or her ownership thereof.

(r) Only clean rain water or snow melt is permitted to run into any drains on the Premises at any time, and absolutely no dumping of any materials other than clean water is allowed. If fertilizers, pesticides, or herbicides are used at any time on the Premises, care must be taken to insure that appropriate and safe amounts are properly applied and no runoff is permitted into drains on the Premises. Unit owners shall take special care to

avoid intentional or unintentional runoff of any materials other than clean water into drains situated close to patios on the Premises.

(s) All activities on the Premises must conform to the covenants described in Exhibit A attached hereto, including without limitation all site plan approvals, special permits, declarations of covenants and restrictions affecting the Premises, and applicable lighting restrictions required by the City of Northampton.

(t) As the Premises are constructed to qualify for LEED certification, the Improvements on the Premises are required to remain in compliance with the original standards and levels of performance needed to remain LEED certified.

(u) No portion of the Premises may be used at any time in such a way as to violate the requirements of any Stormwater Operation, Maintenance and Inspection Agreement as may be required by the City of Northampton.

(v) All landscaping on the Premises must be maintained and improved in compliance with approved and applicable site designs and the LEED certification requirements.

(w) No landscaping chemicals are to be applied on the Premises at any time in any way that may cause their residue to leave the Premises or enter the storm water system.

11. UNIT APPURTENANCES. Appurtenant to each Unit are the following:

(a) The right to use, in common with the owners of other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the Common Elements described in Section 8 hereof, and serving that Unit. Nothing herein shall be construed to limit the right of any owner of a Unit to use other nonexclusive Common Elements and facilities in accordance with their intended purposes.

(b) The right to use the driveway located in the Common Elements subject to the Rules and Regulations of the Board of Trustees of the Association.

(c) Membership in the Association which shall be in the same percentage as an individual Unit Owner's Common Elements Interest, which membership is not assignable nor severable from ownership of such Unit.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the remaining lawn area in front of and behind each respective Unit, driveway and walkways of the Premises, subject to and in accordance with restrictions, limitations, provisions, and conditions as herein before and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association, and the Rules and Regulations promulgated under the By-Laws.

12. COMMON ELEMENTS AND FACILITIES. The Common Elements and facilities of the Condominium (the "Common Elements") are comprised and consist of:

(a) Land described in Section 2 hereof together with the benefit of and subject to the rights and easements referred to in Exhibit A hereof and Common Elements and facilities shown on the Building Plans as defined herein, and subject to the right and easement of the Declarant to construct and add the buildings and Units and parking spaces constituting subsequent Phases as hereinbefore described and in conjunction therewith to grant mortgages on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the buildings and Units and parking spaces constituting such subsequent Phases, including the rights and easements hereunder reserved, and hereafter to submit such Phases by amendment to said Master Deed as provided in this Master Deed and until such amendments are recorded by the Declarant submitting any of said buildings and Units and parking spaces in such subsequent Phases, the buildings and Units and parking spaces will remain the property of the Declarant and shall not constitute a part of the Condominium.

(b) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, and other supporting and enclosing members of the buildings and of the

Units therein, comprising the Condominium.

(c) Installations of central services such as power, light, telephone, gas, and water.

(d) All utility lines and other facilities contained within the Common Elements and/or within any Unit except those which exclusively serve individual Units and are located within the individual Units.

(e) All sewer, drainage, water and other pipes and plumbing apparatus and conduits, subject to easements therein and therefor.

(f) The yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, and lighting fixtures, which shall be subject to certain exclusive use easements as shown on the site plan for the Condominium.

(g) The driveway to the extent it is situated on the Premises.

(h) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) or on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium or of all buildings and facilities therein.

(i) All other items listed as such in said Chapter 183A and located on the land described in Section 2 hereof.

13. ENCROACHMENTS. If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the Common Elements, or if any portion of the Common Elements, now or hereafter, encroaches upon any Unit as a result of the alteration or repair of any of the Buildings or Units, the settling of the Buildings, or a Unit therein, as a result of repair or restoration of any of the Buildings or any Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall exist so long as said Building stands.

## 14. AMENDMENT OF MASTER DEED.

(a) Until the first to occur of (1) four (4) months after seventy-five (75%) percent of the possible Units have been conveyed by the Declarant to Unit Owners; (2) the Declarant waives the amendment right herein reserved by a recorded instrument; or (3) five (5) years from the date of recording of this Master Deed, the Master Deed may be amended only by the Declarant. Thereafter this Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of at least two-thirds (2/3) in the interest of the Unit owners and written consent of the holders of at least fifty-one (51%) percent of the first mortgages on mortgaged Units. The consent of the holders of a first mortgage shall be deemed given if said first mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal by certified or registered mail, return receipt requested and an affidavit so attesting to such notice along with a copy of the notice and a copy of the return receipt shall be sufficient when recorded at the Registry of Deeds.

(b) Except to the extent that a lesser percentage is permitted under Chapter 183A of the Massachusetts General Laws, if the amendment involves a change in percentage interest of Unit owners in the Common Elements and Facilities, such vote change shall require approval by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged Units.

(c) Declarant reserves the right and power to amend this Master Deed to comply with requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, and to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership.

(d) Declarant reserves for itself, its successors and assigns, the right and power, without the consent of any Unit owner or mortgagee of any Unit Owner, to amend this Master

Deed at any one time or from time to time, for the purpose of bringing this Master Deed into compliance with Massachusetts General Laws Chapter 183A or for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors. Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

(e) No amendment shall be effective until recorded with the Hampshire County Registry of Deeds. Said amendment shall be signed and acknowledged by either (a) a majority of the Trustees; or (b) the president or vice president and the treasurer or assistant treasurer of the Condominium Association with a certification by the clerk or assistant clerk that the voting percentages required by Section 14 have been met.

(f) All Unit Owners, Unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their acceptance of a Unit Deed or mortgage subject to the provisions hereof, do hereby assent to all such amendments by Declarant and appoints Declarant and its successors and assigns, their attorney-in-fact to execute, seal, deliver and file on their behalf any and all such amendments, which power-of-attorney is coupled with an interest, shall be irrevocable, and shall run with the land.

(g) Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant, its successors and assigns, reserve the right but not the obligation to construct and add to the Condominium such additional buildings, Units and parking spaces (or any lesser part thereof) as described in Paragraph 4 and Paragraph 12(a), and after such additions are substantially completed, to amend this Master Deed creating subsequent Phases as hereinbefore described; each Unit Owner, his or her successor, assigns and mortgagees shall, by the acceptance and recording of his or her Unit Deed, irrevocably appoint the Declarant, its successor, assigns and mortgagees as his or her attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase or phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire upon the earlier of



- (i) seven (7) years from the date of recording of this Master Deed;
- (ii) the recording of an instrument with the Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phase or phases; or
- (iii) the recording of the amendment adding the last Phase by which all Units to which the Declarant is entitled will thereupon have been added to the Condominium.

15. DRIVEWAY, PARKING AND DUMPSTER EASEMENTS AND MAINTENANCE.

The driveways, parking areas, and dumpster and bike shed areas are situated on the Premises, which Premises are adjacent to land now or formerly owned by Village at Hospital Hill II LLC ("VHH") and/or Hospital Hill Development LLC ("HHD"). The use, maintenance and repair of said driveways, parking areas, and dumpster and bike shed areas shall be governed by the terms of a certain Reciprocal Easement Agreement recorded in the Hampshire County Registry of Deeds in Book 11503, Page 144, as amended, and a certain Reciprocal Easement Agreement recorded in the Hampshire County Registry of Deeds in Book 11503, Page 157, as amended (collectively, the "Easement Agreements"). Pursuant to said Easement Agreements, VHH, HHD and the Declarant (and the Association as the successor to the Declarant) shall share responsibilities for plowing and maintenance of the paved areas and for rubbish disposal and recycling from the dumpster area, and for paying the cost thereof. The cost of such maintenance, repair, plowing, dumpster and recycling charges as set forth in the Easement Agreements shall be a common expense and shall be allocated and assessed to each Unit Owner in the Condominium as any other common expense.

16. ADDITIONAL RIGHTS FOR BENEFIT OF HOLDERS OF MORTGAGES.

- (A) That in the event any right of first refusal in case of the sale of a Unit is adopted by

the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a holder of a mortgage to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by a holder of a mortgage through the procedures set forth in subsection (i) and/or (ii) above;
- (B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a mortgage shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;
- (C) That any mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid Common Charges, dues or other assessments which accrued prior to the acquisition of title to such Unit by the mortgagee;
- (D) That unless at least sixty-seven (67%) percent of holders of first mortgages on the individual Units (based upon one vote for each mortgage owned) of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:
- (i) by act or omission, seek to abandon or terminate the Condominium (except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of eminent domain);
  - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining

- the pro rata share of ownership of each Unit in the Common Elements;
- (iii) partition or subdivide any residential Unit;
  - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, other than in consequence of a subdivision creating a new Unit, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection;
  - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements;
  - (vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium;
  - (vii) take any action to amend any material provisions of this Master Deed and the Condominium Trust as the term "material" is defined by the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) guidelines.
- (E) That all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

- (F) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements;
  
- (G) That any holder, insurer, or guarantor of any first mortgage, upon written request to the Trustees, will be entitled to:
  - (i) written notification from the Trustees of any default by its borrower who is a Unit Owner with respect to any obligation of such borrower under this Master Deed or the provisions of Condominium Trust which is not cured within sixty (60) days;
  
  - (ii) inspect the books and records of the Condominium Trust during normal business hours;
  
  - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  
  - (iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;
  
  - (v) prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the lender holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements;
  
  - (vi) written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;

(vii) prompt written notice of any action which requires the consent of a specified percentage of eligible mortgagees. The provisions of this section may not be amended or rescinded without the written consent of all first mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

(H) That no agreement for professional management of the Condominium or any other contract may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

#### 17. SOLAR PANEL EASEMENTS.

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 a part of Exhibit C (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 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 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. 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.

18. MISCELLANEOUS.

a. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which occur.

d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.

e. Conflicts. This Master Deed is set forth to comply with the requirements of General Laws, Chapter 183A, and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of such statute shall prevail.

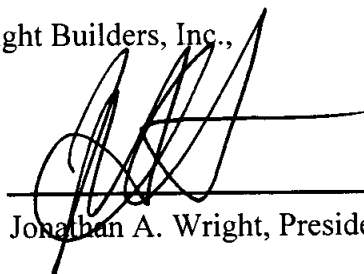
f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall benefit and be enforceable by the Declarant, the

Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The Premises are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. In the event an action is instituted against a Unit Owner to enforce any provision of this Master Deed or the By-Laws and a court enters a judgment against the Unit Owner or an order enforcing said provision, then in addition to the judgment or order, the Unit Owner shall be liable for the legal expenses and costs incurred by the Association in the action.

IN WITNESS WHEREOF, Jonathan A. Wright, being the President and Treasurer, duly authorized by the Board of Wright Builders, Inc., has executed this Master Deed as sealed instrument on the date first written above.

Wright Builders, Inc.,

By:

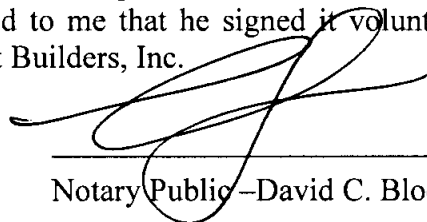
A handwritten signature in black ink, appearing to be 'Jonathan A. Wright', is written over a solid horizontal line. The signature is stylized and somewhat cursive.

Jonathan A. Wright, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY: SS

On this <sup>n</sup>18 day of August, 2014, before me, the undersigned notary public, personally appeared Jonathan A. Wright, 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—David C. Bloomberg  
My Commission Expires: July 9, 2015

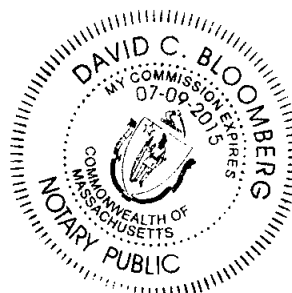




EXHIBIT A-1

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.

EXHIBIT A-2

Phases II, III and IV:

The land located in Northampton, Hampshire County, Massachusetts, and shown as Lot 22C, 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 Elements and Facilities

Building Name	Phase I	If Phase II is added	If Phase III is added	If Phase IV is added
"Building A"	Unit A1: 32%	Unit A1: 10.36%	Unit A1: 5.71%	Unit A1: 4.60%
	Unit A2: 21%	Unit A2: 6.66%	Unit A2: 3.67%	Unit A2: 2.96%
	Unit A3: 21%	Unit A3: 6.73%	Unit A3: 3.71%	Unit A3: 2.99%
	Unit A4: 26%	Unit A4: 8.19%	Unit A4: 4.52%	Unit A4: 3.64%
"Flats West Building"***		Unit W1n: 8.90%	Unit W1n: 4.91%	Unit W1n: 3.96%
		Unit W1s: 8.90%	Unit W1s: 4.91%	Unit W1s: 3.96%
		Unit W2n: 8.90%	Unit W2n: 4.91%	Unit W2n: 3.96%
		Unit W2s: 8.90%	Unit W2s: 4.91%	Unit W2s: 3.96%
		Unit W3n: 9.10%	Unit W3n: 5.01%	Unit W3n: 4.04%
		Unit W3s: 9.55%	Unit W3s: 5.27%	Unit W3s: 4.24%
"Duplex Building"		Unit E1: 7.82%	Unit E1: 4.31%	Unit E1: 3.47%
		Unit E2: 5.99%	Unit E2: 3.30%	Unit E2: 2.66%
"Building B"			Unit B1: 4.21%	Unit B1: 3.39%
			Unit B2: 3.31%	Unit B2: 2.67%
			Unit B3: 3.21%	Unit B3: 2.59%
			Unit B4: 4.47%	Unit B4: 3.61%
"Flats East Building"***			Unit E1n: 4.91%	Unit E1n: 3.96%
			Unit E1s: 4.91%	Unit E1s: 3.96%
			Unit E2n: 4.91%	Unit E2n: 3.96%
			Unit E2s: 4.91%	Unit E2s: 3.96%
			Unit E3n: 5.01%	Unit E3n: 4.04%
			Unit E3s: 5.01%	Unit E3s: 4.04%

Building Name	Phase I	If Phase II is added	If Phase III is added	If Phase IV is added
“Building D”				Unit D1: 3.39% Unit D2: 2.59% Unit D3: 3.39%
“Building C”				Unit C1: 3.39% Unit C2: 3.23% Unit C3: 3.39%

\* 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.

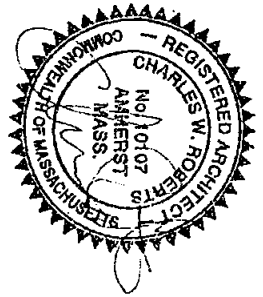
The percentages for Phase II, III and IV are estimates subject to change.

\*\*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.

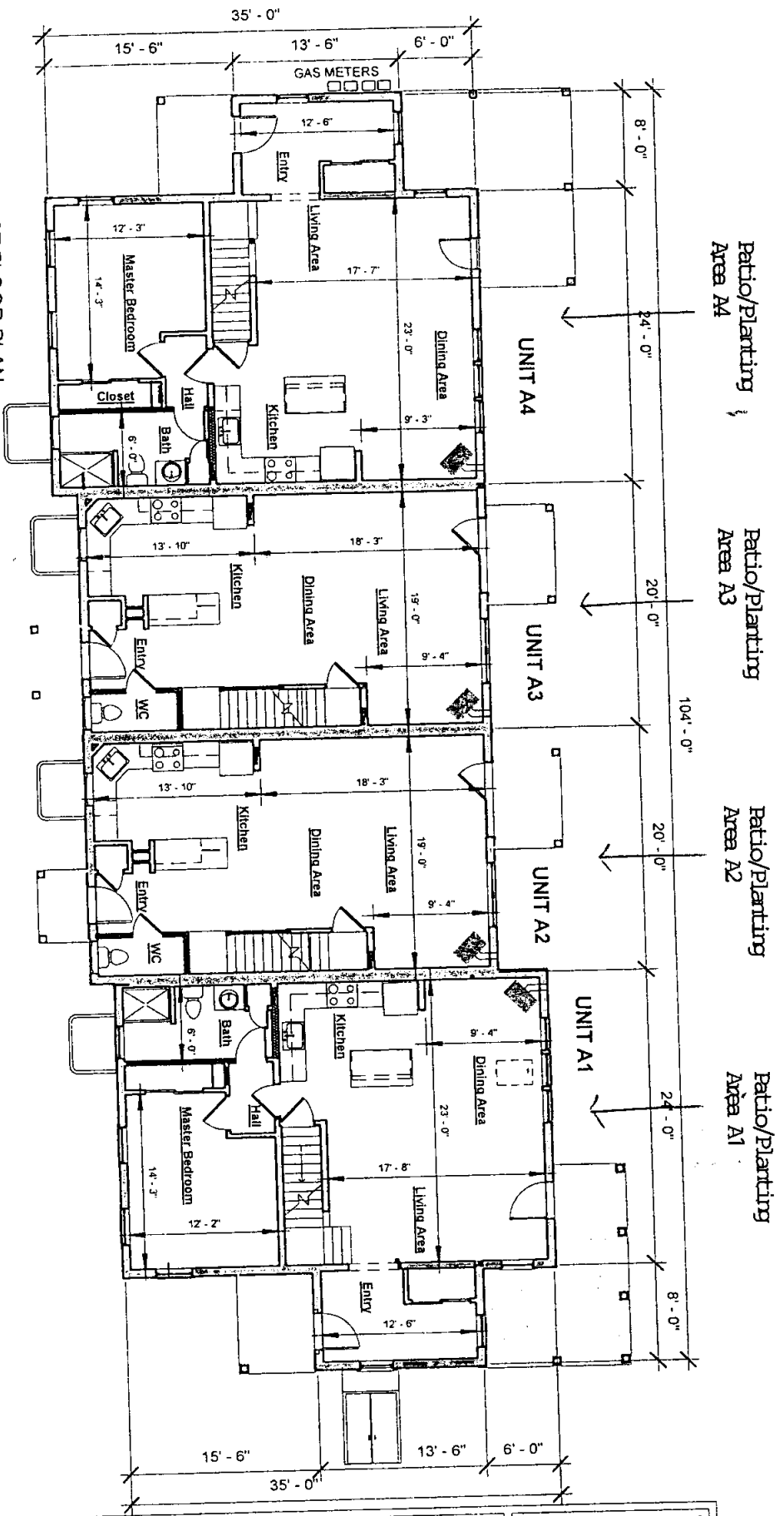
**EXHIBIT C**  
**CONDOMINIUM MASTER DEED PLAN**

1 AS BUILT FIRST FLOOR PLAN  
1" = 10'-0"

NOMINAL NET AREA MATRIX				
	BASEMENT	1ST FLR	2ND FLR	TOTAL
A1	770	900	658	2328
A2	625	642	642	1909
A3	625	642	642	1909
A4	965	900	800	2665

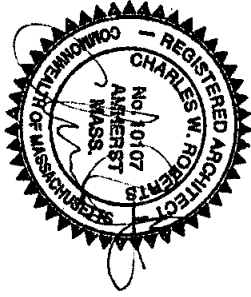


The undersigned certifies that these plans fully and accurately depict the layout, location, unit number and dimensions of the units as built.



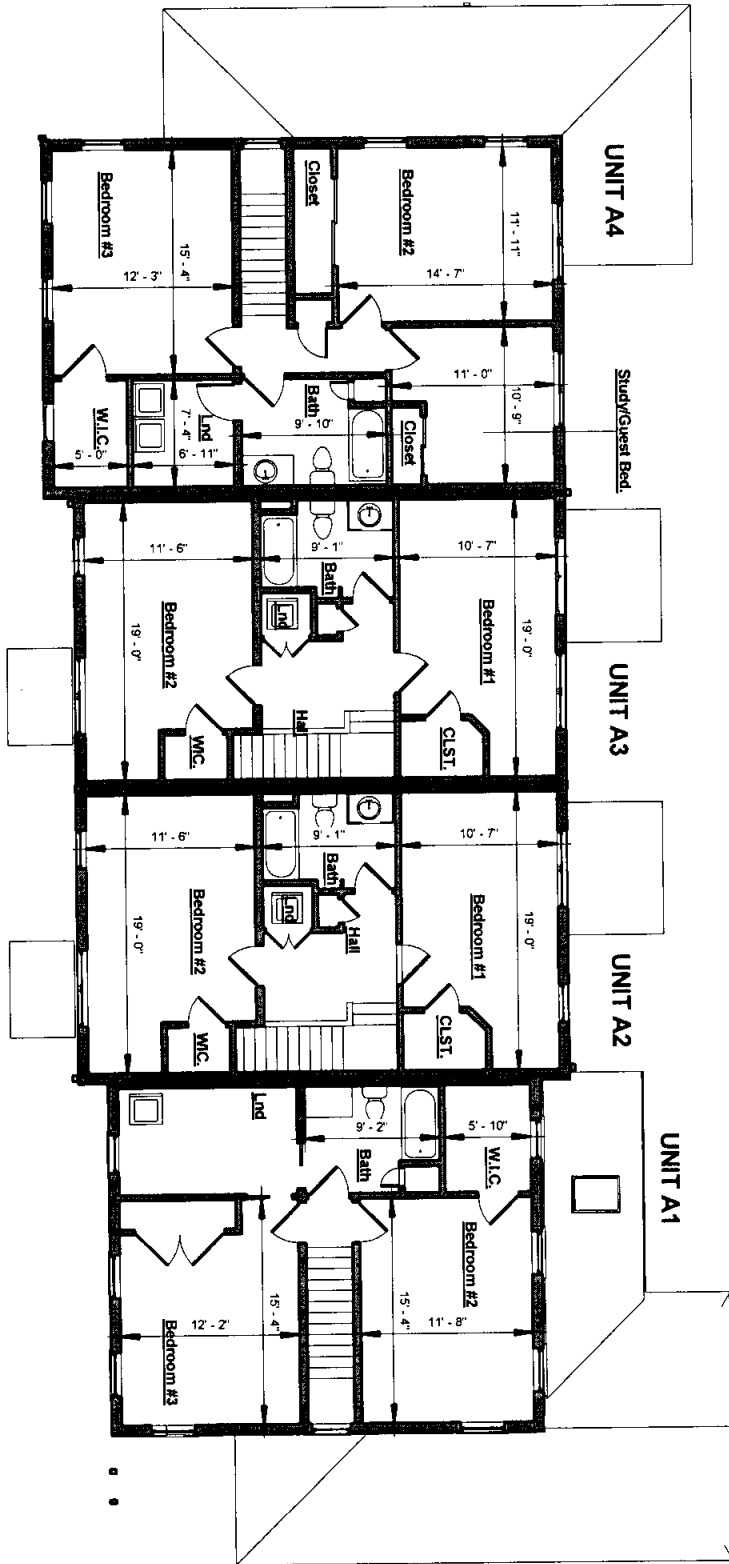
<p>CON DOC 1</p>	<p>FIRST FLOOR AS BUILT</p>		<p>DATE: 08-06-14 PROJECT NO.: 13034 SCALE: 1" = 10'-0" DRAWN BY: Author</p>	<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 FAX: 413 259 1621</p>
	<p>UPPER RIDGE BUILDING A Village Hill</p>			

NOMINAL NET AREA MATRIX			
BASEMENT	1ST FLR	2ND FLR	TOTAL
A1	770	900	658
A2	625	642	642
A3	625	642	642
A4	965	900	800
			2665



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

1 AS BUILT SECOND FLOOR PLAN  
1" = 10'-0"



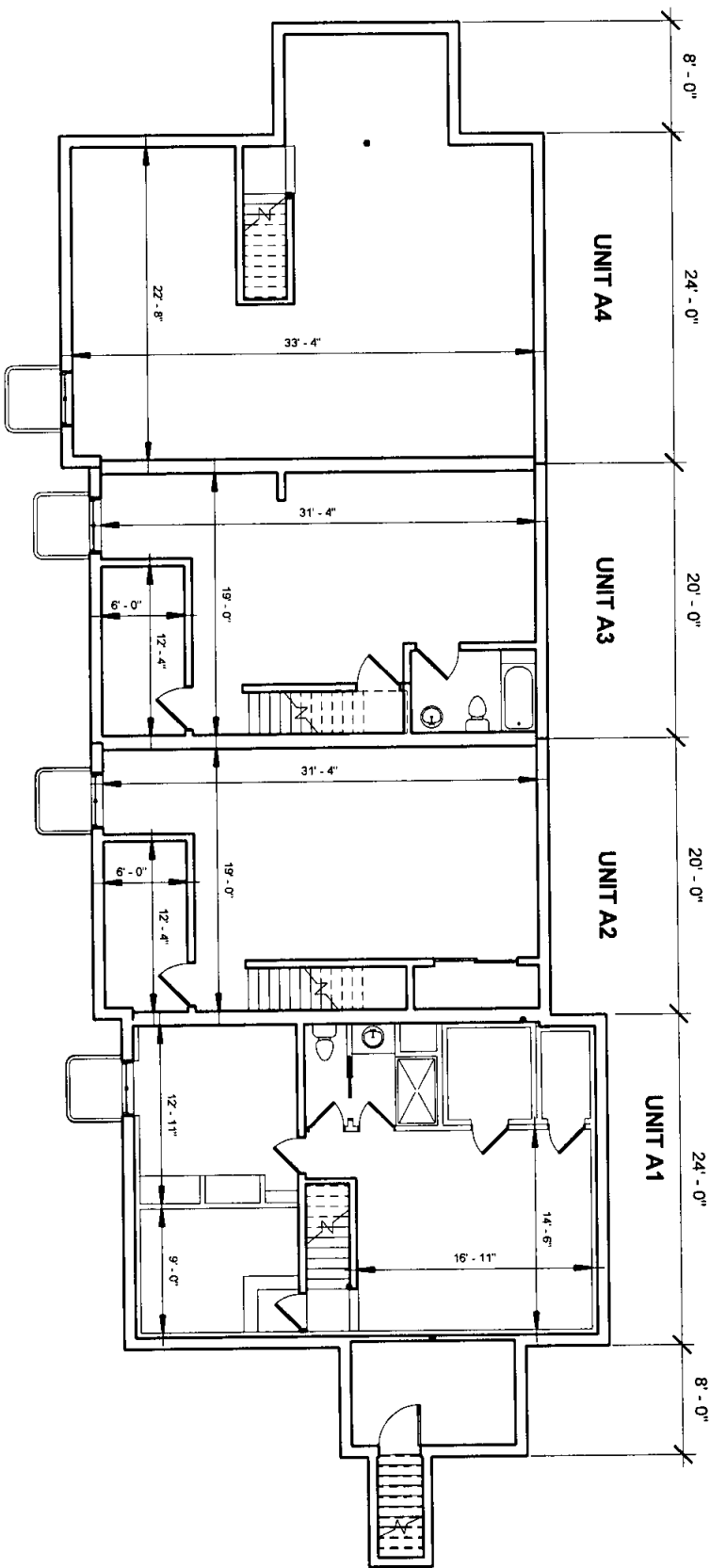
<p>CON DOC 2</p>	<p>SECOND FLOOR AS BUILT</p>		<p>DATE: 08-06-14 PROJECT NO.: 13034 SCALE: 1" = 10'-0" DRAWN BY: Author</p>	<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 FAX: 413 259 1621</p>
	<p>UPPER RIDGE BUILDING A Village Hill</p>			

1 AS BUILT BASEMENT  
1" = 10'-0"

NOMINAL NET AREA MATRIX				
	BASEMENT	1ST FLR	2ND FLR	TOTAL
A1	770	900	658	2328
A2	625	642	642	1909
A3	625	642	642	1909
A4	965	900	800	2665



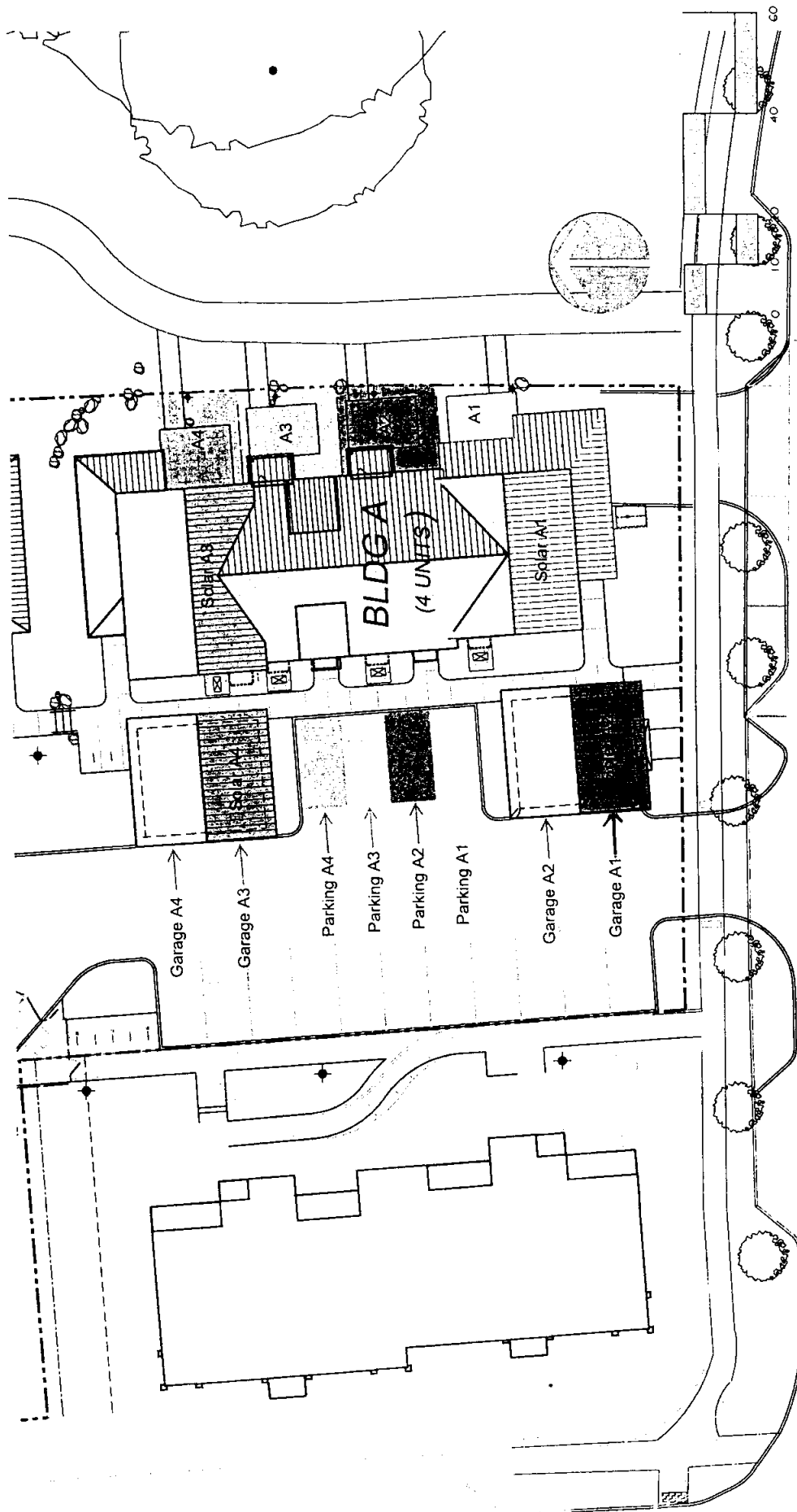
The undersigned certifies that these plans fully and accurately depict the layout, location, unit number and dimensions of the units as built.



<p>CON DOC B</p>	<p>BASEMENT AS BUILT</p>		<p>Date: 08-06-14 Project No.: 13034 Scale: 1" = 10'-0" Drawn by: CWR</p>	<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 FAX: 413 259 1621</p>
	<p>UPPER RIDGE BUILDING A Village Hill</p>			

SOLAR AREA ALLOCATION PLAN

SOLAR AREA ALLOCATION PLAN



ATTEST: HAMPSHIRE, *Mary Olberding*, REGISTER  
 MARY OLBERDING